AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE FFP Contract		PAGE OF PAGES 1 | 2
2. AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. 01-04SO30289.001		5. PROJECT NO. (If applicable

6. ISSUED BY   CODE   ME-641.1

U.S. Department of Energy
HQ Procurement Services
ATTN: ME-641.1/Thornton
1000 Independence Ave. SW
Washington, D.C. 20585

7. ADMINISTERED BY (If other than Item 6)   CODE   ME-641.1

Same as block 6

Telephone#: (202)287-1532

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Oracle Corporation
1910 Oracle Way/Mark Eisel
Reston VA 20190

(x)	
	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AM01-03SO30289
	10B. DATED (SEE ITEM 13) 05/31/2003

CODE   FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning __1__ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (
By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED A
THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by
virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes referen
to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
No Change. Not Applicable.   A111

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDE NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: The "Changes" Clause (C.1.(c)) of the contract and mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return __1__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification M001 is to add a new Line Item, #0132, Project Collaboration, to the contract. A replacement pricing table, Exhibit B, Revision A dated October 23, 2003, attached to this Modification, is hereby substituted for the Exhibit B included in the basic contract. There are no other changes to contract terms and conditions.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Kathy Klass, OGEH Contract Mgr	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A. Thornton Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 11-18-03	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED NOV 1 8 2003

ORACLE®

Ordering Document

Customer Name:	Department of Energy	Contract Administrator:	Barbara Griffin	Technical Contact:	Barbara Griffin
Customer Location:	19901 Germantown Road	Phone:	301-903-0263	Phone:	301-903-0263
	Germantown, MD 20874	Fax:		Fax:	
		Email Address:	barbara.griffin @doe.gov	Email Address:	barbara.griffin @doe.gov

ORACLE CONTRACT INFORMATION

Terms:	The Department of Energy ("DOE", "Government" or "Customer") and Oracle Corporation ("Oracle") agree that the ordering of the commercial items described herein is subject to Federal Acquisition Regulations ("FAR") Part 12. Additionally, the mandatory provisions of the Department of Energy Acquisition Regulations ("DEAR") shall apply. Such commercial items shall be procured as an open market order, which, for ease of acquisition, shall also incorporate by reference the terms contained in Section IV (excluding Subsection 5. and Subsection 6.) and Section V (excluding the 1st and 2nd sentences of the first paragraph and the last paragraph/table of Subsection 6 and excluding Subsection 7.) of Oracle published GSA Schedule GS-35F-0108J. Collectively, these terms shall be defined as the agreement ("Agreement"). This Ordering Document is placed in accordance with the Agreement and the terms set forth below.

Deleted: , and pursuant to FAR 12.212 and 12.302, only the mandatory provisions of FAR 52.212-4, FAR 52.212-5 shall apply

Deleted: In the event of any inconsistencies between the FAR Part 12, the mandatory provisions of the DEAR and the relevant portions of Section IV and Section V of Oracle's published GSA Schedule GS-35F-0108J, the FAR Part 12 clauses shall take precedence.

Deleted: In the event of any inconsistencies between the Agreement and the terms set forth in this Ordering Document, the terms set forth in this Ordering Document shall take precedence.

I PROGRAMS / SERVICES ORDERED AND ASSOCIATED FEES

A. **Program Licenses**. Set forth below is a comprehensive list of the Program licenses that DOE has ordered pursuant to this Ordering Document. All Program licenses ordered pursuant to this Ordering Document are for use by DOE in the United States, unless otherwise specified.

Description	License Type	Qty
Oracle Database Enterprise Edition	Processor	7
Real Application Clusters	Processor	7

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Description	License Type	Qty
Partitioning	Processor	7
Advanced Security	Processor	7
Label Security	Processor	7
Diagnostics Pack	Processor	7
Tuning Pack	Processor	7
Change Management Pack	Processor	7
Internet Application Server Enterprise Edition	Processor	7
Oracle Database Enterprise Edition	Named User Plus	4,800
Real Application Clusters	Named User Plus	4,800
Partitioning	Named User Plus	4,800
Advanced Security	Named User Plus	4,800
Label Security	Named User Plus	4,800
Diagnostics Pack	Named User Plus	4,800
Tuning Pack	Named User Plus	4,800
Change Management Pack	Named User Plus	4,800
Internet Application Server Enterprise Edition	Named User Plus	4,800
Collaboration Suite	Named User Plus	4,800
iSupport	Processor	25
TeleService	Application User	150
eMail Center	Workstation	150

B. **Services Detail.** Set forth below is a description of the services ordered hereunder.

1. Product Support and Software Updates for all the Program licenses set forth in Section I A. above for the Support Period (as that term is defined in Oracle's Technical Support policies) of twelve (12) months.

2. 100 Business Days of Assisted Services.

C. **Fee Due Under this Ordering Document.** The fee due Oracle under this Ordering Document for the Program licenses ordered in Section I A. above and the services ordered in Section I B. above is $4,991,207.33.

II DEFINED TERMS

A. A "Business Day" is defined as up to eight (8) hours of Assisted Services at one time by one (1) Technical Support Engineer.

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B. "Delivery Date" means the date on which the Programs are delivered, or if no delivery is necessary, the Effective Date of this Ordering Document.

C. An "Education Unit" entitles DOE to acquire education products and services as specified in the Oracle University catalog in effect at the time an Education Unit is utilized. Education Units acquired hereunder may only be used in the United States. DOE may be required to execute standard Oracle order materials in conjunction with utilizing Education Units.

D. "Program" or "Programs" means the software products that DOE has ordered under this Ordering Document, and Updates (as defined in Oracle's Technical Support Policies) acquired under Technical Support, and Program Documentation.

E. "Program Documentation" is defined as the Program user manuals and Program installation manuals.

F. "Supported Program License" is defined as a Program license for which Product Support and Software Updates has been ordered for the relevant time period.

G. "Suite" is defined as all the functional software components described in the Program Documentation.

H. "Technical Support" means Program support provided under Oracle's Technical Support Policies in effect on the date Technical Support is ordered.

III RIGHTS GRANTED

A. <u>Program Licenses Set Forth in Section I A. Above</u>.

  1. Oracle grants to DOE a nonexclusive license for the Program licenses set forth in Section I A. above consistent with the use limitations specified or referenced in the Agreement, this Ordering Document and/or the Program Documentation for the business operations of DOE.

  2. **Exhibit A** sets forth the definitions of the license type and license rules that apply to the Program licenses.

B. <u>License Term</u>. The Program licenses acquired by DOE in Section I A. do not specify a license term; the Program licenses are perpetual and shall continue unless terminated as otherwise provided in the Agreement.

C. <u>Use of Program Licenses by Federal Prime Contractors and Federal Maintenance & Operations Contractors</u>. Should DOE elect to authorize its Federal prime contractors or Federal maintenance & operations ("m & o") contractors to use the Programs for the business operations of DOE, DOE warrants that (1) DOE has the authority to bind its contractors to the terms of this Ordering Document; and (2) DOE shall be responsible for any breach of such terms by its contractors and/or third parties authorized by its contractors.

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IV TECHNICAL SUPPORT

A. <u>Technical Support Policies</u>. Product Support, Software Updates and Assisted Services are provided under Oracle's Technical Support Policies in effect at the time the services are provided; such policies are incorporated by reference in this Ordering Document. Technical Support Policies are subject to change and may contain additional terms; DOE should review the policies prior to entering into the Ordering Document for the applicable services. The current version of the Technical Support Policies may be accessed at http://oracle.com/support/index.html?policies.html.

B. <u>Invoicing of Service Fees</u>. Service fees for Product Support, Software Updates and Assisted Services are invoiced annually in advanced.

C. <u>Terms Specific to Product Support and Software Updates</u>. The terms set forth below are specific to Product Support and Software Updates:

1. Product Support and Software Updates acquired hereunder commence upon the Effective Date of this Ordering Document.

2. DOE may renew Product Support and Software Updates for the Program licenses set forth in Section I A. for the Support Periods and at the services fees set forth below:

Support Period	Service Fee for Product Support and Software Updates
May 30, 2004 to May 29, 2005	$874,935.78
May 30, 2005 to May 29, 2006	$874,935.78
May 30, 2006 to May 29, 2007	$874,935.78
May 30, 2007 to May 29, 2008	$874,935.78

3. If DOE elects to de-support a subset of licenses in a license set (as that term is defined in Oracle's Technical Support Policies), DOE may be required to terminate those licenses. Any election by DOE to de-support licenses (regardless of any requirement by Oracle to terminate such de-supported licenses) may result in the re-pricing of services fees (Product Support and Software Updates) for DOE's remaining licenses.

4. Oracle reserves the right to de-support its Programs. DOE will be notified in advance when a Program is being de-supported. Such de-support notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain de-support dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The de-support notices are subject to change; Oracle will provide updated de-support notices on MetaLink (or Oracle's then current customer support web site) as necessary.

D. <u>Terms Specific to Assisted Services</u>. The terms set forth below are specific to Assisted Services.

1. Assisted Services are performed by Technical Support Engineers and shall be provided in increments of Business Days. Oracle will provide such Assisted Services remotely or at the DOE headquarter location in the United States: 19901 Germantown Road, Germantown, MD 20874.

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2. All Assisted Services must be delivered within one (1) year of the Effective Date of the this Ordering Document ("Service Term"); any unused Business Days at the end of the Service Term are forfeited.

3. Assisted Services must be scheduled at least one week in advance; the scheduling of Assisted Services is subject to availability of a Technical Support Engineer.

4. Assisted Services to be performed by Oracle may include any of the services set forth in **Exhibit B**; however, in no event shall such services include any data conversion or custom coding. In order to make a change to the Assisted Services scope of work set forth in Exhibit B, DOE shall submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to DOE an estimate of the service fees and the anticipated changes in the schedule that will result from the proposed change to the scope of work, if any. Oracle will continue performing the Assisted Services in accordance with this Ordering Document until the parties agree in writing on the change to the scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.

5. The performance of any Assisted Services by Oracle is contingent upon DOE's performance of its obligations, which are set forth below:

   a. Provide the Technical Support Engineer(s) adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Service Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software);

   b. Acquire licenses for the necessary Oracle software prior to commencement of Assisted Services;

   c. Inform the Technical Support Engineer(s) in a timely manner of any pending scheduled upgrades (including application of Oracle patches) specific to the Programs, or any other modifications of the hardware and/or software environment that could affect performance;

   d. Maintain and make payment to Oracle for Product Support and Software Updates for all licenses of Oracle software. If Product Support or Software Updates for such licenses of Oracle software lapses or is terminated during the Service Term, any unused Business Days are forfeited;

   e. Provide remote access to DOE's computer systems as necessary for Oracle to perform the Assisted Services;

   f. Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Assisted Services; and

   g. DOE agrees to allow Oracle to post, at any site at which Assisted Services are performed, any documents necessary for Oracle to provide Assisted Services in compliance with the law.

6. Subject to the payment of all fees due under this Ordering Document, Oracle grants to DOE a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle in its performance of the Assisted Services delivered to DOE under this Ordering Document ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

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7. The acquisition of Assisted Services by DOE under this Ordering Document does not grant any license for Programs nor expand or otherwise affect any license granted for Programs under this Ordering Document or any other ordering document.

8. The parties acknowledge that temporary living reimbursements to Oracle's Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a Technical Support Engineer's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with DOE to limit the duration of the Technical Support Engineer's assignment in a particular location to less than one (1) year. If DOE's requirements are such that it becomes necessary for a Technical Support Engineer's services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Technical Support Engineer's living expenses are deemed compensatory for tax purposes, then DOE agrees to pay Oracle the amount of additional compensation provided to such Oracle personnel to compensate for taxes imposed therefor.

9. Neither party shall be liable for failure or delay in Oracle's performance of any Assisted Services or DOE's obligations under Section IV D.5. above caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than ninety (90) days, either party may terminate the Assisted Services immediately upon written notice. The occurrence of a force majeure event does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures.

10. If Oracle's cost of providing Assisted Services is increased because of DOE's failure to meet its obligations set forth in Section IV D.5. above or because of any other circumstances outside of Oracle's control, DOE and Oracle may negotiate an adjustment for services rendered through the change order process. Such increased costs may include time during which Oracle's Technical Support Engineer(s) are under utilized because of delay.

11. DOE shall be invoiced separately for all actual, reasonable travel and out-of-pocket expenses incurred by Oracle while performing the 100 Business Days of Assisted Services; such expenses shall be in accordance with the Joint Travel Regulations in effect at the expense was incurred.

V GENERAL TERMS

A. Delivery, Right-to-Copy, Distribution and Installation.

1. There is no delivery required under this Order Document; DOE acknowledges that Oracle has delivered to the location specified above, one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed in Section I A. above that is currently available in production release as of the Effective Date of this Ordering Document. Provided DOE continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through thae Oracle Store at the standard CD Pack price. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.

2. If DOE loses or damages the media containing a Program licensed hereunder, upon DOE's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Shipping Point, Prepaid, and Add.

3. The Programs may be copied and distributed (on media or electronically) within DOE and/or to DOE's Federal prime contractors and Federal m & o contractors provided the Programs are for DOE's licensed use hereunder.

4. DOE shall be responsible for installation of the software.

B. <u>Fees, Credit and Taxes</u>.

1. All fees are due N30 days from the invoice date and shall be non-cancellable and the sums paid nonrefundable, except as provided in the Agreement.

2. Any fee due under this Ordering Document does not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted under this Ordering Document or on DOE's use of Programs or services, then such taxes shall be billed to and paid by DOE. This Section shall not apply to taxes based on Oracle's income.

C. <u>Segmentation</u>. The Program licenses provided in this Ordering Document are offered separately from any other proposal for consulting services DOE may receive or has received from Oracle and does not require DOE to purchase Oracle's consulting services.

D. <u>Limitation of Liability</u>. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE DATA, OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY DOE UNDER THIS ORDERING DOCUMENT, AND IF SUCH DAMAGE RESULTS FROM THE USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY PRORATED OVER A FIVE (5) YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF THE PERFORMANCE OF THE APPLICABLE SERVICE. THE PROVISIONS OF THIS ORDERING DOCUMENT ALLOCATE THE RISKS BETWEEN DOE AND ORACLE. ORACLE'S PRICING REFLECTS THIS ALLOCATION OR RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

E. <u>Export</u>. DOE agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations ("Export Laws") to assure that no data, information, program and/or deliverable (or direct product thereof) is (1) exported, directly or indirectly, in violation of Export Laws or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.

F. <u>Year 2000 Warranty</u>. Oracle warrants that each Program provided under this Ordering Document shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth (20th) and twenty-first (21st) centuries, including leap year calculations, when used in accordance with the Program Documentation provided by Oracle provided that all products used in combination with such Program properly exchange date data with it. The duration of this warranty and the remedies available to DOE for breach of warranty shall be defined in, and subject to, the terms and limitations of Oracle's standard commercial warranty or warranties contained in the Agreement provided that notwithstanding

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any provision to the contrary in such commercial warranty or warranties, the remedies available to DOE under this warranty shall include correction or replacement of the program whose noncompliance is discovered and made known to Oracle in writing ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit the rights or remedies DOE may otherwise have under this Ordering Document with respect to defects other than Year 2000 performance.

G. Independent Contractor. Oracle and any Oracle personnel are independent contractor(s) and not employees, agents, joint venturers or partners of DOE. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between DOE and either Oracle or any employee or agent of Oracle.

H. Nondisclosure. By virtue of this Ordering Document, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs, the terms and pricing under this Ordering Document, and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. DOE shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

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The parties agree to hold each other's Confidential Information in confidence during the term of the Agreement and for a period of two years after termination of this Agreement. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Ordering Document and the Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Ordering Document.

VI ADDITIONAL LICENSES

A. Additional Licenses. For a period of five (5) years from the Effective Date of this Ordering Document, DOE, as well as its Federal prime contractors and Federal m & o contractors authorized in writing by DOE CIO Office and Procurement (individually, the "Ordering Entity" and collectively, the "Ordering Entities") may acquire the Programs specified in **Exhibit C** by paying Oracle the appropriate license fee, provided (a) such Programs are available in production release when ordered; and (b) that DOE has continuously maintained Product Support and Software Updates for the Programs licensed on this Ordering Document. The Ordering Entity may also acquire the first year of Product Support and Software Updates for such Programs by paying Oracle the appropriate service fees. Upon exercise of this option, where shipment is required, Oracle shall deliver one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available); applicable media and shipping charges shall apply. The shipping terms are: FOB Shipping Point, Prepaid, and Add. Any relevant purchase minimums or licensing rules will apply to orders placed under this Section VI A.

B. Service Fees for Renewal of Services. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to Section VI A. and VI B. above, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

Not to Exceed Annual Increase Over Previous Year's Annual

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1st Day of Support Period is Between	Service Fee for Product Support and Software Updates
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008^	0%

^ For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

C. Orders Placed Pursuant to Section VI A. Above.

1. For orders placed by DOE pursuant to the price hold in Section VI A. above, the ordering document generated by Oracle will contain the same terms included in the Contract Information section on the first page of this Ordering Document, the relevant terms contained in this Ordering Document (including but not limited to Exhibit A) and other terms mutually agreed to by the parties.

2. For orders placed by Federal prime contractors and/or Federal m & o contractors pursuant to the price hold in Section VI A. above, the ordering document generated by Oracle will include the information set forth below as the Contract Information, the relevant terms contained in this Ordering Document (including but not limited to Exhibit A) and other terms mutually agreed to by the parties.

Terms:	_____ *[legal name of the Federal prime contractor or Federal m & o contractor]* ("Customer") and Oracle Corporation ("Oracle") agree that the ordering of the commercial items described herein is subject to Federal Acquisition Regulations ("FAR") Part 12. Additionally, the mandatory provisions of the Department of Energy Acquisition Regulations ("DEAR") shall also apply. Such commercial items shall be procured as an open market order, which, for ease of acquisition, shall also incorporate by reference the terms contained in Section IV (excluding Subsection 5. and Subsection 6.) and Section V (excluding the 1st and 2nd sentences of the first paragraph and the last paragraph/table of Subsection 6 and excluding Subsection 7.) of Oracle published GSA Schedule GS-35F-0108J. Collectively, these terms shall be defined as the agreement ("Agreement"). This Ordering Document is placed in accordance with the Agreement and the terms set forth below. This Ordering Document provides Customer under contract number _____ *[insert Federal prime contract number or Federal m & o contract number]* with the terms and pricing that shall apply only to the acquisition of Program licenses and services by Customer on behalf of the Department of Energy ("DOE"). Customer shall transfer the Program licenses acquired herein to DOE subject to the terms of this Agreement and Ordering Document.

D. License Migrations. The Ordering Entities may migrate previously acquired licenses to the Programs and license types set forth in Exhibit A in accordance with Oracle's standard migration policies in effect at the time the license is ordered.

VII SPECIAL CONSIDERATION

A. DOE has the option to place a single order in the amount of $8,434,199.37 for the Program licenses and services set forth below pursuant to the terms set forth in Section VI C.1. above on or before November 30, 2003:

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1. All Program licenses ordered pursuant to this Ordering Document are for use by DOE in the United States, unless otherwise specified.

Description	License Type	Qty
Real Application Clusters	Processor	18
Partitioning	Processor	18
Advanced Security	Processor	11
Label Security	Processor	18
Diagnostics Pack	Processor	11
Tuning Pack	Processor	11
Change Management Pack	Processor	11
Internet Application Server Enterprise Edition	Processor	8
Oracle Database Enterprise Edition	Named User Plus	10,056
Real Application Clusters	Named User Plus	10,726
Partitioning	Named User Plus	11,012
Advanced Security	Named User Plus	11,555
Label Security	Named User Plus	14,078
Diagnostics Pack	Named User Plus	11,513
Tuning Pack	Named User Plus	11,506
Change Management Pack	Named User Plus	11,833
Internet Application Server Enterprise Edition	Named User Plus	13,808
Collaboration Suite	Named User Plus	7,478
Balanced Scorecard	Application User	100
Purchasing	Application User	10
Procurement	Purchase Line	10,000
Enterprise Asset Management	Application User	10
Project Costing	Application User	10
Project Billing	Application User	10
Project Resource Management	Person	10

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Description	License Type	Qty
Financials	Financial User	10
Internet Expenses	Expense Report	2,000
Human Resources	Person	600
Self Service Human Resources	Person	600
Training Administration	Trainee	600
Time and Labor	Person	600
HR Intelligence	Person	600

2. Product Support and Software Updates for all the Program licenses set forth in Section VII A.1. above for the Support Period (as that term is defined in Oracle's Technical Support policies) of twelve (12) months.

3. 500 Education Units.

4. 100 Business Days of Assisted Services.

B. In consideration for the fee of $8,434,199.37 for such order, Oracle shall:

    1. Not increase the annual service fee for the renewal of services, should DOE elect to renew Product Support and Software Updates for Program licenses acquired pursuant to Section VII A.1. above, greater than percentages set forth in Section VI B. above. (For the purposes of Section VI B., the prior year's annual service fee for Product Support and Software Updates for the Program licenses set forth in Section VII A.1. above is $1,247,816.57.)

    2. Apply a service credit against the fee of $8,434,199.37 for the first year of Technical Support for this order (service credit shall be calculated as follows: $426.15 times the number of days from the effective date of the order to May 29, 2004) provided the fee of $4,991,207.33 has been paid.

    3. Provide DOE with an amendment to this Ordering Document for the execution of DOE and Oracle which:

        a. in Section IV C.2. above, delete all references to the service fee of "$874,935.78" and replaces it with a service fee of "$719,391.09" for Technical Support (Product Support and Software Updates); and

        b. Replaces Exhibit C with Exhibit C Revised attached hereto as **Exhibit D**.

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This quote is valid through May 30, 2003 and shall become binding upon execution by DOE and acceptance by Oracle.

DEPARTMENT OF ENERGY   **ORACLE CORPORATION**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Effective Date: May 30, 2003

<u>Exhibit A</u>
(Section III.B.)

License Definition and Rules

1. <u>Definitions of License Type</u>:

- Adapter: is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Programs.

- Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Telesales User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

- Application Read-Only User: is defined as an individual authorized by Customer to run only queries or reports against the following application Programs for which Customer has also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

- Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.

- Computer: is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

- $M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.

- Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management, Purchasing or iStore application from any source (not manually entered by licensed Order Management Users, Purchasing Users, or Professional Users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.

- Employee: is defined as an active employee of Customer. (*note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.*)

- Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.

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- Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.

- Invoice Line: is defined as the total number of invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.

- Named User Plus: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. An individual authorized by Customer to use the Programs could be an employee of the Customer or a contractor to the Customer. Oracle makes no requirement on Customer as to (a) what combination of employees and contractors constitutes the humans users and (b) what combination of human users and non-human operated devices constitutes Customer's total actual users provided however that Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

- Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.

- Order Management User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

- Person: is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

- Processor: shall be defined as all processors where the Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses Customer may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

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- **Purchase Line:** is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses from Oracle. Customer may acquire a different number of Purchase Line licenses for each Program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

- **Purchasing User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Purchasing Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately components described in the product documentation.

- **Trainee:** is defined as an employee, contractor, student or other person who is being recorded by the program.

- **Workstation:** is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

2. Licensing Rules:

- Customer is responsible for ensuring that the following user minimums and maximum are maintained per Program that Customer licenses per Named User Plus:

Program	Named User Minimum
Oracle Database Enterprise Edition	25 Named User Plus licenses per Processor
Message Broker	10 Named User Plus licenses per Processor
Top Link	10 Named User Plus licenses per Processor
Internet Application Server Standard Edition	10 Named User Plus licenses per Processor
Internet Application Server Enterprise Edition	10 Named User Plus licenses per Processor

Program	Named User Maximum
Oracle Database Personal Edition	1 Named User Plus per database

- Customer is responsible for ensuring that the following restrictions are not violated:

 - Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four (4) processors.

 - The number of option licenses to the Oracle Database Enterprise Edition (Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security and Label Security) must match the number of licenses of the associated database.

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•• The number of option licenses to the Enterprise Manager (Diagnostic Pack, Tuning Pack, Change Management Pack and Management Pack for SAP R/3) must match the number of licenses of the associated database.

•• Application licensing prerequisites as specified in the Applications Licensing Table located at http://oracle.com/corporate/pricing.

•• The number of option licenses to the Internet Application Server Enterprise Edition (Personalization and Wireless Option) must match the number of licenses of the associated Internet Application Server Enterprise Edition.

•• Customer's license for the Oracle Database Enterprise Edition includes the right to run the database on an unlicensed spare computer for up to a total of ten (10) separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately.

3. Other Definitions Related to Program Licenses:

• Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such licensed user is counted only once based on primary usage. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.

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<u>**Exhibit B**</u>
(Section IV D.4.)

List of Assisted Services

- Assist in implementing and developing a support portal for Customer that includes an environment that tracks relevant bugs and alert information as defined by Customer
- Managing, applying and verifying patches
- Establish a customized patch management process to help achieve desired service levels as defined by Customer and Oracle
- Provide patch management and bug database information via Customer's support portal
- Establish a standard Customer/Oracle database configuration to be made available on Customer's support portal
- Upgrade and implementation planning
- Assist in developing and maintaining system documentation related to Customer's hardware and software configuration
- Technical Assistance Request ("TAR") review and analysis, including: investigation of recent TAR reports; TAR filing, tracking and reporting; and recommendations designed to minimize future TARs
- Research features and functionality of Supported Program Licenses
- Provide available product-specific white papers and bulletins
- Database administration assistance
- System Administration assistance
- Plan for Oracle Program migration
- Capacity planning
- Establish appropriate procedures and guidelines to pursue, track and document TARs
- Assist Customer in managing Customer's help desk operations
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Monitor TARs and communicate status to Customer's designated Technical Support Contacts.
- Communicate critical support issues identified by Customer to Oracle's Technical Support center
- Assist in maintaining Oracle and Customer technical contact(s) list
- Assisting Customer in reviewing Oracle's current Technical Support service offerings
- Preparation of weekly written Status Reports for Customer's technical contact(s)
- Test case creation, filing, tracking, and reporting
- Bug report filing, tracking, and reporting
- Assistance with problem workarounds for open TARs
- Program installation assistance
- Assisting with the management, application and verification of Program patches
- Conduct quarterly account reviews
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve Supported Program Licenses
- At Customer's request, attend Customer IT planning meetings

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- Escalation management for severity 1 Oracle TARs
- Program release planning
- Research information on problems/questions posed by Customer's production and development DBA's
- Assistance with creation of a new database instance
- Performance tuning of the database
- Database performance analysis
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures
- Assist Customer with the creation and implementation of backup and recovery procedures
- Assist Customer with the creation of a hot standby database instance.

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Exhibit C
(Section VI B.)

Price Hold

Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type.

Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
Oracle Database Standard Edition	Named User Plus	$120.00	$8.40	$18.00
Oracle Database Standard Edition	Processor	$6,000.00	$420.00	$900.00
Oracle Database Enterprise Edition	Named User Plus	$320.00	$22.40	$48.00
Oracle Database Enterprise Edition	Processor	$16,000.00	$1,120.00	$2,400.00
Oracle Database Personal Edition	Named User Plus	$160.00	$11.20	$24.00
Oracle Database Lite	Named User Plus	$40.00	$2.80	$6.00
Real Application Clusters	Named User Plus	$160.00	$11.20	$24.00
Real Application Clusters	Processor	$8,000.00	$560.00	$1,200.00
Partitioning	Named User Plus	$80.00	$5.60	$12.00
Partitioning	Processor	$4,000.00	$280.00	$600.00
OLAP	Named User Plus	$160.00	$11.20	$24.00
OLAP	Processor	$8,000.00	$560.00	$1,200.00
Data Mining	Named User Plus	$160.00	$11.20	$24.00
Data Mining	Processor	$8,000.00	$560.00	$1,200.00
Spatial	Named User Plus	$80.00	$5.60	$12.00
Spatial	Processor	$4,000.00	$280.00	$600.00
Advanced Security	Named User Plus	$80.00	$5.60	$12.00
Advanced Security	Processor	$4,000.00	$280.00	$600.00
Label Security	Named User Plus	$80.00	$5.60	$12.00
Label Security	Processor	$4,000.00	$280.00	$600.00
Diagnostics Pack	Named User Plus	$24.00	$1.68	$3.60
Diagnostics Pack	Processor	$1,200.00	$84.00	$180.00
Tuning Pack	Named User Plus	$24.00	$1.68	$3.60
Tuning Pack	Processor	$1,200.00	$84.00	$180.00

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
Change Management Pack	Named User Plus	$24.00	$1.68	$3.60
Change Management Pack	Processor	$1,200.00	$84.00	$180.00
Management Pack for SAP R/3	Named User Plus	$24.00	$1.68	$3.60
Management Pack for SAP R/3	Processor	$1,200.00	$84.00	$180.00
Internet Application Server Java Edition	Named User Plus	$40.00	$2.80	$6.00
Internet Application Server Java Edition	Processor	$2,000.00	$140.00	$300.00
Internet Application Server Standard Edition	Named User Plus	$80.00	$5.60	$12.00
Internet Application Server Standard Edition	Processor	$4,000.00	$280.00	$600.00
Internet Application Server Enterprise Edition	Named User Plus	$160.00	$11.20	$24.00
Internet Application Server Enterprise Edition	Processor	$8,000.00	$560.00	$1,200.00
Personalization	Named User Plus	$80.00	$5.60	$12.00
Personalization	Processor	$4,000.00	$280.00	$600.00
Wireless Option	Named User Plus	$80.00	$5.60	$12.00
Wireless Option	Processor	$4,000.00	$280.00	$600.00
Internet Developer Suite	Named User Plus	$2,000.00	$140.00	$300.00
Discoverer Desktop Edition	Named User Plus	$400.00	$28.00	$60.00
Jdeveloper	Named User Plus	$398.00	$27.86	$59.70
Programmer	Named User Plus	$400.00	$28.00	$60.00
Collaboration Suite	Named User Plus	$24.00	$2.00	$4.00
Files	Named User Plus	$18.00	$1.20	$3.20
Email	Named User Plus	$18.00	$1.20	$3.20
Message Broker	Named User Plus	$80.00	$5.60	$12.00
Message Broker	Processor	$4,000.00	$280.00	$600.00
Pure Name & Address (North America)	Processor	$8,000.00	$560.00	$1,200.00
Pure Name & Address (Latin America)	Processor	$8,000.00	$560.00	$1,200.00
Pure Name & Address (EMEA)	Processor	$8,000.00	$560.00	$1,200.00
Pure Name & Address (APAC)	Processor	$8,000.00	$560.00	$1,200.00
Express Server	Named User Plus	$320.00	$22.40	$48.00
Express Server	Processor	$16,000.00	$1,120.00	$2,400.00
Express Analyzer	Named User Plus	$320.00	$22.40	$48.00
Express Objects	Named User Plus	$2,000.00	$140.00	$300.00

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
Open System Gateways	Computer	$6,000.00	$420.00	$900.00
Mainframe Integration Gateways	Computer	$38,000.00	$2,660.00	$5,700.00
Enterprise Integration Gateways	Computer	$14,000.00	$980.00	$2,100.00
EDA/SQL Gateways	Computer	$48,000.00	$3,360.00	$7,200.00
Each Additional EDA/SQL Driver	Computer	$24,000.00	$1,680.00	$3,600.00
Interconnect Adapters	Per Adapter	$12,000.00	$840.00	$1,800.00
E-Business Intelligence	Application User	$1,598.00	$111.86	$239.70
Balanced Scorecard	Application User	$798.00	$55.86	$119.70
Financials & Sales Analyzers	Application User	$598.00	$41.86	$89.70
Marketing	Marketing User	$1,998.00	$139.86	$299.70
Trade Management	Marketing User	$1,198.00	$83.86	$179.70
TeleSales §	Telesales User	$2,398.00	$167.86	$359.70
Advanced Pricing Option for Telesales	Telesales User	$798.00	$55.86	$119.70
Field Sales	Field Sales User	$1,598.00	$111.86	$239.70
Quoting	Field Sales User	$478.00	$33.46	$71.70
Advanced Pricing Option for Quoting	Field Sales User	$798.00	$55.86	$119.70
Incentive Compensation	Compensated Individual	$198.00	$13.86	$29.70
Order Management	Order Management User	$1,598.00	$111.86	$239.70
Order Management	Electronic Order Line	$0.08	$0.0056	$0.01
Advanced Pricing for Order Management	Order Management User	$798.00	$55.86	$119.70
Advanced Pricing for Order Management	Electronic Order Line	$0.04	$0.0028	$0.01
Release Management	Order Line	$0.08	$0.0056	$0.01
Configurator	Processor	$60,000.00	$4,200.00	$9,000.00
iStore	Processor	$20,000.00	$1,400.00	$3,000.00
Inventory Management	Inventory/Shipping User	$1,598.00	$111.86	$239.70
Mobile Supply Chain Applications	Inventory/Shipping User	$598.00	$41.86	$89.70
Warehouse Management	Inventory/Shipping User	$1,200.00	$84.00	$180.00
Advanced Supply Chain Planning	$M Cost of Goods Sold	$600.00	$42.00	$90.00
Constraint Based Optimization	$M Cost of Goods Sold	$150.00	$10.50	$22.50
Inventory Optimization	$M Cost of Goods Sold	$300.00	$21.00	$45.00
Global Order Promising	$M Cost of Goods Sold	$120.00	$8.40	$18.00

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
Demand Planning	$M Cost of Goods Sold	$240.00	$16.80	$36.00
Purchasing	Purchasing User	$1,598.00	$111.86	$239.70
Sourcing	Purchasing User	$3,198.00	$223.86	$479.70
iSupplier Portal	Purchasing User	$3,198.00	$223.86	$479.70
iProcurement	Purchase Line	$2.00	$0.14	$0.30
Discrete Manufacturing	Manufacturing User	$1,598.00	$111.86	$239.70
Mobile Supply Chain Applications	Manufacturing User	$598.00	$41.86	$89.70
Flow Manufacturing	Manufacturing User	$1,198.00	$83.86	$179.70
Manufacturing Scheduling	Manufacturing User	$598.00	$41.86	$89.70
Process Manufacturing	Manufacturing User	$1,598.00	$111.86	$239.70
Enterprise Asset Management	Application User	$2,398.00	$167.86	$359.70
TeleService	Application User	$1,598.00	$111.86	$239.70
Service Contracts	Application User	$2,398.00	$167.86	$359.70
Field Service	Field Technician	$1,198.00	$83.86	$179.70
Spares Management	Field Technician	$398.00	$27.86	$59.70
Depot Repair	Application User	$1,598.00	$111.86	$239.70
iSupport	Processor	$20,000.00	$1,400.00	$3,000.00
Project Costing	Application User	$1,598.00	$111.86	$239.70
Project Billing	Application User	$1,198.00	$83.86	$179.70
Project Resource Management	Person	$78.00	$5.46	$11.70
Project Contracts	Application User	$2,398.00	$167.86	$359.70
CADView-3D	Application User	$398.00	$27.86	$59.70
Financials	Financials User	$1,598.00	$111.86	$239.70
Activity Based Management	Financials User	$478.00	$33.46	$71.70
Advanced Collections	Financials User	$478.00	$33.46	$71.70
Internet Expenses	Expense Report	$2.00	$0.14	$0.30
iReceivables	1K Invoice Line	$20.00	$1.40	$3.00
Treasury	Application User	$9,998.00	$699.86	$1,499.70
Human Resources	Person	$20.00	$1.40	$3.00
Self-Service Human Resources	Person	$14.00	$0.98	$2.10

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
Advanced Benefits	Person	$16.00	$1.12	$2.40
Training Administration	Trainee	$12.00	$0.84	$1.80
iLearning	Trainee	$12.00	$0.84	$1.80
Payroll	Person	$24.00	$1.68	$3.60
HR Intelligence	Person	$10.00	$0.70	$1.50
Advanced Inbound Telephony	Workstation	$398.00	$27.86	$59.70
Advanced Outbound Telephony	Workstation	$398.00	$27.86	$59.70
Scripting	Workstation	$238.00	$16.66	$35.70
eMail Center	Workstation	$798.00	$55.86	$119.70
Tutor for Applications	Application User	$198.00	$13.86	$29.70
Self-Service Tutor for Applications	Employee	$8.00	$0.56	$1.20
Applications Read-Only User	Application Read-Only User	$598.00	$41.86	$89.70

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Exhibit D
(Section VI B.3.b.)

Revised Price Hold – Subject to Section VI B.3.b.

The total of the license fees for all Program licenses on a single order ("List License Fee") determines the tier level ("Tier Level"). The Tier Level determines the appropriate discount to be applied to the license fee and the service fee for the first year of Product Support and Software Updates. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type as well as the appropriate discount for each Tier Level. In no event shall the Tier Level be determined based upon the license fees for all Programs on several orders. Additionally, if a single order contains Program licenses where fees due Oracle are determined using a method or discounts other than as set in Section VI A. and below, the license fees for such Program licenses shall not be included as part of the License List Price for the order.

License List Price	Tier Level
$0 - $5,880,000	Tier 1
$5,880,001 - $11,760,000	Tier 2
$11,760,001 - $17,650,000	Tier 3
$17,650,001 - $23,530,000	Tier 4
$23,530,001 - $29,410,000	Tier 5
$29,410,001 - and above	Tier 6

Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
DOE Technology Bundle Enterprise Edition^	Named User Plus	$1,780.00	$102.53	$217.87	72%	73%	74%	75%	76%	77%
DOE Technology Bundle Enterprise Edition^	Processor	$89,000.00	$5,126.40	$10,893.60	72%	73%	74%	75%	76%	77%
Oracle Database Standard Edition	Named User Plus	$300.00	$17.28	$36.72	72%	72%	72%	72%	72%	72%
Oracle Database Standard Edition	Processor	$15,000.00	$864.00	$1,836.00	72%	72%	72%	72%	72%	72%
Oracle Database Enterprise Edition	Named User Plus	$800.00	$46.08	$97.92	72%	73%	74%	75%	76%	77%
Oracle Database Enterprise Edition	Processor	$40,000.00	$2,304.00	$4,896.00	72%	73%	74%	75%	76%	77%
Oracle Database Personal Edition	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
Oracle Database Lite	Named User Plus	$100.00	$5.76	$12.24	72%	72%	72%	72%	72%	72%
Real Application Clusters	Named User Plus	$400.00	$23.04	$48.96	72%	73%	74%	75%	76%	77%
Real Application Clusters	Processor	$20,000.00	$1,152.00	$2,448.00	72%	73%	74%	75%	76%	77%

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Partitioning	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
Partitioning	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
OLAP	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
OLAP	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Data Mining	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
Data Mining	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Spatial	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
Spatial	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
Advanced Security	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
Advanced Security	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
Label Security	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
Label Security	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
Diagnostics Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
Diagnostics Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
Tuning Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
Tuning Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
Change Management Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
Change Management Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
Management Pack for SAP R/3	Named User Plus	$60.00	$3.46	$7.34	72%	72%	72%	72%	72%	72%
Management Pack for SAP R/3	Processor	$3,000.00	$172.80	$367.20	72%	72%	72%	72%	72%	72%
Internet Application Server Java Edition	Named User Plus	$100.00	$5.76	$12.24	72%	72%	72%	72%	72%	72%
Internet Application Server Java Edition	Processor	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
Internet Application Server Standard Edition	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
Internet Application Server Standard Edition	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
Internet Application Server Enterprise Edition	Named User Plus	$400.00	$23.04	$48.96	72%	73%	74%	75%	76%	77%
Internet Application Server Enterprise Edition	Processor	$20,000.00	$1,152.00	$2,448.00	72%	73%	74%	75%	76%	72%
Personalization	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
Personalization	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Wireless Option	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
Wireless Option	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
Internet Developer Suite	Named User Plus	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
Discoverer Desktop Edition	Named User Plus	$1,000.00	$57.60	$122.40	72%	72%	72%	72%	72%	72%
Jdeveloper	Named User Plus	$995.00	$57.31	$121.79	72%	72%	72%	72%	72%	72%
Programmer	Named User Plus	$1,000.00	$57.60	$122.40	72%	72%	72%	72%	72%	72%
Collaboration Suite	Named User Plus	$60.00	$5.00	$10.00	65%	65%	65%	65%	65%	65%
Files	Named User Plus	$45.00	$3.00	$8.00	65%	65%	65%	65%	65%	65%
Email	Named User Plus	$45.00	$3.00	$8.00	65%	65%	65%	65%	65%	65%
Message Broker	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
Message Broker	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
Pure Name & Address (North America)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Pure Name & Address (Latin America)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Pure Name & Address (EMEA)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Pure Name & Address (APAC)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
Express Server	Named User Plus	$800.00	$46.08	$97.92	72%	72%	72%	72%	72%	72%
Express Server	Processor	$40,000.00	$2,304.00	$4,896.00	72%	72%	72%	72%	72%	72%
Express Analyzer	Named User Plus	$800.00	$46.08	$97.92	72%	72%	72%	72%	72%	72%
Express Objects	Named User Plus	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
Open System Gateways	Computer	$15,000.00	$864.00	$1,836.00	72%	72%	72%	72%	72%	72%
Mainframe Integration Gateways	Computer	$95,000.00	$5,472.00	$11,628.00	72%	72%	72%	72%	72%	72%
Enterprise Integration Gateways	Computer	$35,000.00	$2,016.00	$4,284.00	72%	72%	72%	72%	72%	72%
EDA/SQL Gateways	Computer	$120,000.00	$6,912.00	$14,688.00	72%	72%	72%	72%	72%	72%
Each Additional EDA/SQL Driver	Computer	$60,000.00	$3,456.00	$7,344.00	72%	72%	72%	72%	72%	72%
Interconnect Adapters	Per Adapter	$30,000.00	$1,728.00	$3,672.00	72%	72%	72%	72%	72%	72%
E-Business Intelligence	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Balanced Scorecard	Application User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
Financials & Sales Analyzers	Application User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Marketing	Marketing User	$4,995.00	$287.71	$611.39	65%	66%	67%	68%	69%	70%
Trade Management	Marketing User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
TeleSales	Telesales User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
Advanced Pricing Option for Telesales	Telesales User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
Field Sales	Field Sales User	$3,995.000	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Quoting	Field Sales User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
Advanced Pricing Option for Quoting	Field Sales User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
Incentive Compensation	Compensated Individual	$495.00	$28.51	$60.59	65%	66%	67%	68%	69%	70%
Order Management	Order Management User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Order Management	Electronic Order Line	$0.2000	$0.0115	$0.0245	65%	66%	67%	68%	69%	70%
Advanced Pricing for Order Management	Order Management User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
Advanced Pricing for Order Management	Electronic Order Line	$0.1000	$0.0058	$0.0122	65%	66%	67%	68%	69%	70%
Release Management	Order Line	$0.2000	$0.0115	$0.0245	65%	66%	67%	68%	69%	70%
Configurator	Processor	$150,000.00	$8,640.00	$18,360.00	65%	66%	67%	68%	69%	70%
iStore	Processor	$50,000.00	$2,880.00	$6,120.00	65%	66%	67%	68%	69%	70%
Inventory Management	Inventory/Shipping User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Mobile Supply Chain Applications	Inventory/Shipping User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
Warehouse Management	Inventory/Shipping User	$3,000.00	$172.80	$367.20	65%	66%	67%	68%	69%	70%
Advanced Supply Chain Planning	$M Cost of Goods Sold	$1,500.00	$86.40	$183.60	65%	66%	67%	68%	69%	70%
Constraint Based Optimization	$M Cost of Goods Sold	$375.00	$21.60	$45.90	65%	66%	67%	68%	69%	70%
Inventory Optimization	$M Cost of Goods Sold	$750.00	$43.20	$91.80	65%	66%	67%	68%	69%	70%
Global Order Promising	$M Cost of Goods Sold	$300.00	$17.28	$36.72	65%	66%	67%	68%	69%	70%
Demand Planning	$M Cost of Goods Sold	$600.00	$34.56	$73.44	65%	66%	67%	68%	69%	70%
Purchasing	Purchasing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Sourcing	Purchasing User	$7,995.00	$460.51	$978.59	65%	66%	67%	68%	69%	70%
iSupplier Portal	Purchasing User	$7,995.00	$460.51	$978.59	65%	66%	67%	68%	69%	70%
iProcurement	Purchase Line	$5.00	$0.29	$0.61	65%	66%	67%	68%	69%	70%
Discrete Manufacturing	Manufacturing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Mobile Supply Chain Applications	Manufacturing User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
Flow Manufacturing	Manufacturing User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
Manufacturing Scheduling	Manufacturing User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
Process Manufacturing	Manufacturing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Enterprise Asset Management	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
TeleService	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Service Contracts	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
Field Service	Field Technician	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
Spares Management	Field Technician	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
Depot Repair	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
iSupport	Processor	$50,000.00	$2,880.00	$6,120.00	65%	66%	67%	68%	69%	70%
Project Costing	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Project Billing	Application User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
Project Resource Management	Person	$195.00	$11.23	$23.87	65%	66%	67%	68%	69%	70%
Project Contracts	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
CADView-3D	Application User	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
Financials	Financials User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
Activity Based Management	Financials User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
Advanced Collections	Financials User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
Internet Expenses	Expense Report	$5.00	$0.29	$0.61	65%	66%	67%	68%	69%	70%
iReceivables	1K Invoice Line	$50.00	$2.88	$6.12	65%	66%	67%	68%	69%	70%
Treasury	Application User	$24,995.00	$1,439.71	$3,059.39	65%	66%	67%	68%	69%	70%
Human Resources	Person	$50.00	$2.88	$6.12	65%	66%	67%	68%	69%	70%
Self-Service Human Resources	Person	$35.00	$2.02	$4.28	65%	66%	67%	68%	69%	70%
Advanced Benefits	Person	$40.00	$2.30	$4.90	65%	66%	67%	68%	69%	70%
Training Administration	Trainee	$30.00	$1.73	$3.67	65%	66%	67%	68%	69%	70%
iLearning	Trainee	$30.00	$1.73	$3.67	65%	66%	67%	68%	69%	70%
Payroll	Person	$60.00	$3.46	$7.34	65%	66%	67%	68%	69%	70%

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Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
HR Intelligence	Person	$25.00	$1.44	$3.06	65%	66%	67%	68%	69%	70%
Advanced Inbound Telephony	Workstation	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
Advanced Outbound Telephony	Workstation	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
Scripting	Workstation	$595.00	$34.27	$72.83	65%	66%	67%	68%	69%	70%
eMail Center	Workstation	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
Tutor for Applications	Application User	$495.00	$28.51	$60.59	65%	66%	67%	68%	69%	70%
Self-Service Tutor for Applications	Employee	$20.00	$1.15	$2.45	65%	66%	67%	68%	69%	70%
Applications Read-Only User	Application Read-Only User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%

^ The following Programs are included in the DOE Bundle Enterprise Edition: Oracle Database Enterprise Edition, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack and Internet Application Server Enterprise Edition.

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ADDENDUM D.2

I CLIN 0001 TO BE EXERCISED AS THE FIRST DELIVERY ORDER AGAINST THE MASTER CONTRACT

A. <u>Program Licenses</u>. Set forth below is a comprehensive list of the Program licenses that are included in CLIN 0001:

Description	License Type	Qty
Oracle Database Enterprise Edition	Processor	7
Real Application Clusters	Processor	7
Partitioning	Processor	7
Advanced Security	Processor	7
Label Security	Processor	7
Diagnostics Pack	Processor	7
Tuning Pack	Processor	7
Change Management Pack	Processor	7
Internet Application Server Enterprise Edition	Processor	7
Oracle Database Enterprise Edition	Named User Plus	4,800
Real Application Clusters	Named User Plus	4,800
Partitioning	Named User Plus	4,800
Advanced Security	Named User Plus	4,800
Label Security	Named User Plus	4,800
Diagnostics Pack	Named User Plus	4,800
Tuning Pack	Named User Plus	4,800
Change Management Pack	Named User Plus	4,800
Internet Application Server Enterprise Edition	Named User Plus	4,800
Collaboration Suite	Named User Plus	4,800
iSupport	Processor	25
TeleService	Application User	150
eMail Center	Workstation	150

B. <u>Services Detail</u>. Set forth below is a description of the services that are included in CLIN 0001:

1. Product Support and Software Updates for all the Program licenses set forth in CLIN 0001 above for the Support Period commencing May 30, 2004 and ending May 29, 2004.

2. 100 Business Days of Assisted Services (A detailed description of Assisted Services is set forth in Exhibit A to this Addendum D.2.).

C. <u>Fee for CLIN 0001</u>. The fee due Oracle for CLIN 0001 is $4,991,207.

D. Service Fee for Renewal of Technical Support for CLIN 0001. DOE may renew Product Support and Software Updates for the Program licenses set forth in CLIN 0001 for the Support Periods and at the services fees set forth below:

CLIN	Support Period	Service Fee for Product Support and Software Updates
0001a	May 30, 2004 to May 29, 2005	$874,935.78
0001b	May 30, 2005 to May 29, 2006	$874,935.78
0001c	May 30, 2006 to May 29, 2007	$874,935.78
0001d	May 30, 2007 to May 29, 2008	$874,935.78

E. Delivery/Installation Requirement for CLIN 0001. There is no delivery required for CLIN 001; DOE acknowledges that Oracle has delivered to the location specified above, one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed in Section I A. above that is currently available in production release as of the Effective Date of this Ordering Document. DOE shall be responsible for installation of the software.

II CLIN 0002 EXPIRES ON NOVEMBER 30, 2003*

A. Program Licenses. Set forth below is a comprehensive list of the Program licenses that are included in CLIN 0002:

Description	License Type	Qty
Real Application Clusters	Processor	18
Partitioning	Processor	18
Advanced Security	Processor	11
Label Security	Processor	18
Diagnostics Pack	Processor	11
Tuning Pack	Processor	11
Change Management Pack	Processor	11
Internet Application Server Enterprise Edition	Processor	8
Oracle Database Enterprise Edition	Named User Plus	10,056
Real Application Clusters	Named User Plus	10,726
Partitioning	Named User Plus	11,012
Advanced Security	Named User Plus	11,555
Label Security	Named User Plus	14,078
Diagnostics Pack	Named User Plus	11,513
Tuning Pack	Named User Plus	11,506
Change Management Pack	Named User Plus	11,833
Internet Application Server Enterprise Edition	Named User Plus	13,808
Collaboration Suite	Named User Plus	7,478
Balanced Scorecard	Application User	100
Purchasing	Application User	10

Procurement	Purchase Line	10,000
Enterprise Asset Management	Application User	10
Project Costing	Application User	10
Project Billing	Application User	10
Project Resource Management	Person	10
Financials	Financial User	10
Internet Expenses	Expense Report	2,000
Human Resources	Person	600
Self Service Human Resources	Person	600
Training Administration	Trainee	600
Time and Labor	Person	600
HR Intelligence	Person	600

* If on November 30, 2003, DOE is under a continuing resolution, Oracle agrees to change the expiration date of CLIN 0002 to the earlier of: thirty (30) days after DOE's budget is signed into law or May 15, 2004.

B. Services Detail. Set forth below is a description of the services that are included in CLIN 0002:

1. Product Support and Software Updates for all the Program licenses set forth in CLIN 0002 above for the Support Period commencing on the effective date of the order on which CLIN 0002 is acquired and ending 12 months from such date.

2. 500 Education Units.

3. 100 Business Days of Assisted Services. (A detailed description of Assisted Services is set forth in Exhibit A to this Addendum D.2.)

C. Fee for CLIN 0002. The fee due Oracle for CLIN 0002 is $8,434,199.37 less a service credit. The service credit is equal to $426.15 times the number of days from the effective date of the delivery order for CLIN 0002 to May 29, 2004. The service credit may only be applied if the fee for CLIN 0001 ($4,991,207.33) has been paid if full when the delivery order for CLIN 0002 is issued.

D. Service Fee for Renewal of Technical Support for CLIN 0002. DOE may renew Product Support and Software Updates for the Program licenses set forth in CLIN 0002 for the Support Periods and at the services fees set forth below. (1st day of the each renewal year shall be the anniversary of the date on which CLIN 0002 was ordered.)

CLIN	Support Period	Service Fee for Product Support and Software Updates
0002a	1st Renewal Year	$1,247,819.57
0002b	2nd Renewal Year	$1,247,819.57
0002c	3rd Renewal Year	$1,247,819.57
0002d	4th Renewal Year**	$1,247,819.57**

** Support Period ends May 29, 2008; the service fee shall be prorated accordingly.

E. <u>Delivery/Installation Requirement for CLIN 0002</u>. The delivery terms for this CLIN 0002 shall be specified on the relevant deliver order. DOE shall be responsible for installation of the software.

F. <u>Changes to CLIN 0001 Effective as of the Effective Date on Delivery Order for CLIN 0002</u>.

1. The service fee of "$874,935.78" in CLIN 0001a, 0001b, 0001c and 0001d is deleted and replaced with the service fee of "$719,391.09"; and

2. The IDIQ Price Table, which is Exhibit B to this Addendum D.2, is deleted and the IDIQ Price Table, which is Exhibit C to this Addendum D.2 is effective for the duration of the Master Contract.

<u>Exhibit A</u>

Description of Assisted Services

- Assist in implementing and developing a support portal for Customer that includes an environment that tracks relevant bugs and alert information as defined by Customer
- Managing, applying and verifying patches
- Establish a customized patch management process to help achieve desired service levels as defined by Customer and Oracle
- Provide patch management and bug database information via Customer's support portal
- Establish a standard Customer/Oracle database configuration to be made available on Customer's support portal
- Upgrade and implementation planning
- Assist in developing and maintaining system documentation related to Customer's hardware and software configuration
- Technical Assistance Request ("TAR") review and analysis, including: investigation of recent TAR reports; TAR filing, tracking and reporting; and recommendations designed to minimize future TARs
- Research features and functionality of Supported Program Licenses
- Provide available product-specific white papers and bulletins
- Database administration assistance
- System Administration assistance
- Plan for Oracle Program migration
- Capacity planning
- Establish appropriate procedures and guidelines to pursue, track and document TARs
- Assist Customer in managing Customer's help desk operations
- Evaluate overall performance of Customer's systems and develop recommendations for improving performance
- Monitor TARs and communicate status to Customer's designated Technical Support Contacts.
- Communicate critical support issues identified by Customer to Oracle's Technical Support center
- Assist in maintaining Oracle and Customer technical contact(s) list
- Assisting Customer in reviewing Oracle's current Technical Support service offerings
- Preparation of weekly written Status Reports for Customer's technical contact(s)
- Test case creation, filing, tracking, and reporting
- Bug report filing, tracking, and reporting
- Assistance with problem workarounds for open TARs
- Program installation assistance
- Assisting with the management, application and verification of Program patches
- Conduct quarterly account reviews
- Assistance with feasibility and proof-of-concept analysis and design assistance for Customer's planned IT projects that involve Supported Program Licenses
- At Customer's request, attend Customer IT planning meetings
- Escalation management for severity 1 Oracle TARs
- Program release planning

- Research information on problems/questions posed by Customer's production and development DBA's
- Assistance with creation of a new database instance
- Performance tuning of the database
- Database performance analysis
- Evaluate Customer's current backup, recovery, and data replication procedures and provide recommendations for improving those procedures
- Assist Customer with the creation and implementation of backup and recovery procedures
- Assist Customer with the creation of a hot standby database instance.

Exhibit B

IDIQ Price Table in effect as of Effective Date of the Master Contract

1. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type.

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
0003	Oracle Database Standard Edition	Named User Plus	$120.00	$8.40	$18.00
0004	Oracle Database Standard Edition	Processor	$6,000.00	$420.00	$900.00
0005	Oracle Database Enterprise Edition	Named User Plus	$320.00	$22.40	$48.00
0006	Oracle Database Enterprise Edition	Processor	$16,000.00	$1,120.00	$2,400.00
0007	Oracle Database Personal Edition	Named User Plus	$160.00	$11.20	$24.00
0008	Oracle Database Lite	Named User Plus	$40.00	$2.80	$6.00
0009	Real Application Clusters	Named User Plus	$160.00	$11.20	$24.00
0010	Real Application Clusters	Processor	$8,000.00	$560.00	$1,200.00
0011	Partitioning	Named User Plus	$80.00	$5.60	$12.00
0012	Partitioning	Processor	$4,000.00	$280.00	$600.00
0013	OLAP	Named User Plus	$160.00	$11.20	$24.00
0014	OLAP	Processor	$8,000.00	$560.00	$1,200.00
0015	Data Mining	Named User Plus	$160.00	$11.20	$24.00
0016	Data Mining	Processor	$8,000.00	$560.00	$1,200.00
0017	Spatial	Named User Plus	$80.00	$5.60	$12.00
0018	Spatial	Processor	$4,000.00	$280.00	$600.00
0019	Advanced Security	Named User Plus	$80.00	$5.60	$12.00
0020	Advanced Security	Processor	$4,000.00	$280.00	$600.00
0021	Label Security	Named User Plus	$80.00	$5.60	$12.00
0022	Label Security	Processor	$4,000.00	$280.00	$600.00
0023	Diagnostics Pack	Named User Plus	$24.00	$1.68	$3.60
0024	Diagnostics Pack	Processor	$1,200.00	$84.00	$180.00
0025	Tuning Pack	Named User Plus	$24.00	$1.68	$3.60
0026	Tuning Pack	Processor	$1,200.00	$84.00	$180.00

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
0027	Change Management Pack	Named User Plus	$24.00	$1.68	$3.60
0028	Change Management Pack	Processor	$1,200.00	$84.00	$180.00
0029	Management Pack for SAP R/3	Named User Plus	$24.00	$1.68	$3.60
0030	Management Pack for SAP R/3	Processor	$1,200.00	$84.00	$180.00
0031	Internet Application Server Java Edition	Named User Plus	$40.00	$2.80	$6.00
0032	Internet Application Server Java Edition	Processor	$2,000.00	$140.00	$300.00
0033	Internet Application Server Standard Edition	Named User Plus	$80.00	$5.60	$12.00
0034	Internet Application Server Standard Edition	Processor	$4,000.00	$280.00	$600.00
0035	Internet Application Server Enterprise Edition	Named User Plus	$160.00	$11.20	$24.00
0036	Internet Application Server Enterprise Edition	Processor	$8,000.00	$560.00	$1,200.00
0037	Personalization	Named User Plus	$80.00	$5.60	$12.00
0038	Personalization	Processor	$4,000.00	$280.00	$600.00
0039	Wireless Option	Named User Plus	$80.00	$5.60	$12.00
0040	Wireless Option	Processor	$4,000.00	$280.00	$600.00
0041	Internet Developer Suite	Named User Plus	$2,000.00	$140.00	$300.00
0042	Discoverer Desktop Edition	Named User Plus	$400.00	$28.00	$60.00
0043	Jdeveloper	Named User Plus	$398.00	$27.86	$59.70
0044	Programmer	Named User Plus	$400.00	$28.00	$60.00
0045	Collaboration Suite	Named User Plus	$24.00	$2.00	$4.00
0046	Files	Named User Plus	$18.00	$1.20	$3.20
0047	Email	Named User Plus	$18.00	$1.20	$3.20
0048	Message Broker	Named User Plus	$80.00	$5.60	$12.00
0049	Message Broker	Processor	$4,000.00	$280.00	$600.00
0050	Pure Name & Address (North America)	Processor	$8,000.00	$560.00	$1,200.00
0051	Pure Name & Address (Latin America)	Processor	$8,000.00	$560.00	$1,200.00
0052	Pure Name & Address (EMEA)	Processor	$8,000.00	$560.00	$1,200.00
0053	Pure Name & Address (APAC)	Processor	$8,000.00	$560.00	$1,200.00
0054	Express Server	Named User Plus	$320.00	$22.40	$48.00
0055	Express Server	Processor	$16,000.00	$1,120.00	$2,400.00
0056	Express Analyzer	Named User Plus	$320.00	$22.40	$48.00
0057	Express Objects	Named User Plus	$2,000.00	$140.00	$300.00

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
0058	Open System Gateways	Computer	$6,000.00	$420.00	$900.00
0059	Mainframe Integration Gateways	Computer	$38,000.00	$2,660.00	$5,700.00
0060	Enterprise Integration Gateways	Computer	$14,000.00	$980.00	$2,100.00
0061	EDA/SQL Gateways	Computer	$48,000.00	$3,360.00	$7,200.00
0062	Each Additional EDA/SQL Driver	Computer	$24,000.00	$1,680.00	$3,600.00
0063	Interconnect Adapters	Per Adapter	$12,000.00	$840.00	$1,800.00
0064	E-Business Intelligence	Application User	$1,598.00	$111.86	$239.70
0065	Balanced Scorecard	Application User	$798.00	$55.86	$119.70
0066	Financials & Sales Analyzers	Application User	$598.00	$41.86	$89.70
0067	Marketing	Marketing User	$1,998.00	$139.86	$299.70
0068	Trade Management	Marketing User	$1,198.00	$83.86	$179.70
0069	TeleSales	Telesales User	$2,398.00	$167.86	$359.70
0070	Advanced Pricing Option for Telesales	Telesales User	$798.00	$55.86	$119.70
0071	Field Sales	Field Sales User	$1,598.00	$111.86	$239.70
0072	Quoting	Field Sales User	$478.00	$33.46	$71.70
0073	Advanced Pricing Option for Quoting	Field Sales User	$798.00	$55.86	$119.70
0074	Incentive Compensation	Compensated Individual	$198.00	$13.86	$29.70
0075	Order Management	Order Management User	$1,598.00	$111.86	$239.70
0076	Order Management	Electronic Order Line	$0.08	$0.0056	$0.01
0077	Advanced Pricing for Order Management	Order Management User	$798.00	$55.86	$119.70
0078	Advanced Pricing for Order Management	Electronic Order Line	$0.04	$0.0028	$0.01
0079	Release Management	Order Line	$0.08	$0.0056	$0.01
0080	Configurator	Processor	$60,000.00	$4,200.00	$9,000.00
0081	iStore	Processor	$20,000.00	$1,400.00	$3,000.00
0082	Inventory Management	Inventory/Shipping User	$1,598.00	$111.86	$239.70
0083	Mobile Supply Chain Applications	Inventory/Shipping User	$598.00	$41.86	$89.70
0084	Warehouse Management	Inventory/Shipping User	$1,200.00	$84.00	$180.00
0085	Advanced Supply Chain Planning	$M Cost of Goods Sold	$600.00	$42.00	$90.00
0086	Constraint Based Optimization	$M Cost of Goods Sold	$150.00	$10.50	$22.50
0087	Inventory Optimization	$M Cost of Goods Sold	$300.00	$21.00	$45.00
0088	Global Order Promising	$M Cost of Goods Sold	$120.00	$8.40	$18.00

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
0089	Demand Planning	$M Cost of Goods Sold	$240.00	$16.80	$36.00
0090	Purchasing	Purchasing User	$1,598.00	$111.86	$239.70
0091	Sourcing	Purchasing User	$3,198.00	$223.86	$479.70
0092	iSupplier Portal	Purchasing User	$3,198.00	$223.86	$479.70
0093	iProcurement	Purchase Line	$2.00	$0.14	$0.30
0094	Discrete Manufacturing	Manufacturing User	$1,598.00	$111.86	$239.70
0095	Mobile Supply Chain Applications	Manufacturing User	$598.00	$41.86	$89.70
0096	Flow Manufacturing	Manufacturing User	$1,198.00	$83.86	$179.70
0097	Manufacturing Scheduling	Manufacturing User	$598.00	$41.86	$89.70
0098	Process Manufacturing	Manufacturing User	$1,598.00	$111.86	$239.70
0099	Enterprise Asset Management	Application User	$2,398.00	$167.86	$359.70
0100	TeleService	Application User	$1,598.00	$111.86	$239.70
0101	Service Contracts	Application User	$2,398.00	$167.86	$359.70
0102	Field Service	Field Technician	$1,198.00	$83.86	$179.70
0103	Spares Management	Field Technician	$398.00	$27.86	$59.70
0104	Depot Repair	Application User	$1,598.00	$111.86	$239.70
0105	iSupport	Processor	$20,000.00	$1,400.00	$3,000.00
0106	Project Costing	Application User	$1,598.00	$111.86	$239.70
0107	Project Billing	Application User	$1,198.00	$83.86	$179.70
0108	Project Resource Management	Person	$78.00	$5.46	$11.70
0109	Project Contracts	Application User	$2,398.00	$167.86	$359.70
0110	CADView-3D	Application User	$398.00	$27.86	$59.70
0111	Financials	Financials User	$1,598.00	$111.86	$239.70
0112	Activity Based Management	Financials User	$478.00	$33.46	$71.70
0113	Advanced Collections	Financials User	$478.00	$33.46	$71.70
0114	Internet Expenses	Expense Report	$2.00	$0.14	$0.30
0115	iReceivables	1K Invoice Line	$20.00	$1.40	$3.00
0116	Treasury	Application User	$9,998.00	$699.86	$1,499.70
0117	Human Resources	Person	$20.00	$1.40	$3.00
0118	Self-Service Human Resources	Person	$14.00	$0.98	$2.10

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee
0119	Advanced Benefits	Person	$16.00	$1.12	$2.40
0120	Training Administration	Trainee	$12.00	$0.84	$1.80
0121	iLearning	Trainee	$12.00	$0.84	$1.80
0122	Payroll	Person	$24.00	$1.68	$3.60
0123	HR Intelligence	Person	$10.00	$0.70	$1.50
0124	Advanced Inbound Telephony	Workstation	$398.00	$27.86	$59.70
0125	Advanced Outbound Telephony	Workstation	$398.00	$27.86	$59.70
0126	Scripting	Workstation	$238.00	$16.66	$35.70
0127	eMail Center	Workstation	$798.00	$55.86	$119.70
0128	Tutor for Applications	Application User	$198.00	$13.86	$29.70
0129	Self-Service Tutor for Applications	Employee	$8.00	$0.56	$1.20
0130	Applications Read-Only User	Application Read-Only User	$598.00	$41.86	$89.70
0131	Additional CD Pack	N/A	TBD		

2. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to this Exhibit B and the Master Contract, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

1st Day of Support Period is Between	Not to Exceed Annual Increase Over Previous Year's Annual Service Fee for Product Support and Software Updates
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008^	0%

^ For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

Exhibit C

IDIQ Price Table in Effect Only Upon the Effective Date of the Delivery Order For CLIN 0002

1. The total of the license fees for all Program licenses on a single order ("List License Fee") determines the tier level ("Tier Level"). The Tier Level determines the appropriate discount to be applied to the license fee and the service fee for the first year of Product Support and Software Updates. Set forth below is the license fee and service fee for the first year of Product Support and Software Updates for quantity 1 (unless so noted) of a particular Program/license type as well as the appropriate discount for each Tier Level. In no event shall the Tier Level be determined based upon the license fees for all Programs on several orders. Additionally, if a single order contains Program licenses where fees due Oracle are determined using a method or discounts other than as set in Section VI A. and below, the license fees for such Program licenses shall not be included as part of the License List Price for the order.

License List Price	Tier Level	CLIN Suffix
$0 - $5,880,000	Tier 1	a
$5,880,001 - $11,760,000	Tier 2	b
$11,760,001 - $17,650,000	Tier 3	c
$17,650,001 - $23,530,000	Tier 4	d
$23,530,001 - $29,410,000	Tier 5	e
$29,410,001 - and above	Tier 6	f

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0140	DOE Technology Bundle Enterprise Edition^^	Named User Plus	$1,780.00	$102.53	$217.87	72%	73%	74%	75%	76%	77%
0141	DOE Technology Bundle Enterprise Edition^^	Processor	$89,000.00	$5,126.40	$10,893.60	72%	73%	74%	75%	76%	77%
0142	Oracle Database Standard Edition	Named User Plus	$300.00	$17.28	$36.72	72%	72%	72%	72%	72%	72%
0143	Oracle Database Standard Edition	Processor	$15,000.00	$864.00	$1,836.00	72%	72%	72%	72%	72%	72%
0144	Oracle Database Enterprise Edition	Named User Plus	$800.00	$46.08	$97.92	72%	73%	74%	75%	76%	77%
0145	Oracle Database Enterprise Edition	Processor	$40,000.00	$2,304.00	$4,896.00	72%	73%	74%	75%	76%	77%
0146	Oracle Database Personal Edition	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
0147	Oracle Database Lite	Named User Plus	$100.00	$5.76	$12.24	72%	72%	72%	72%	72%	72%
0148	Real Application Clusters	Named User Plus	$400.00	$23.04	$48.96	72%	73%	74%	75%	76%	77%
0149	Real Application Clusters	Processor	$20,000.00	$1,152.00	$2,448.00	72%	73%	74%	75%	76%	77%

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0150	Partitioning	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
0151	Partitioning	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
0152	OLAP	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
0153	OLAP	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0154	Data Mining	Named User Plus	$400.00	$23.04	$48.96	72%	72%	72%	72%	72%	72%
0155	Data Mining	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0156	Spatial	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
0157	Spatial	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
0158	Advanced Security	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
0159	Advanced Security	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
0160	Label Security	Named User Plus	$200.00	$11.52	$24.48	72%	73%	74%	75%	76%	77%
0161	Label Security	Processor	$10,000.00	$576.00	$1,224.00	72%	73%	74%	75%	76%	77%
0162	Diagnostics Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
0163	Diagnostics Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
0164	Tuning Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
0165	Tuning Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
0166	Change Management Pack	Named User Plus	$60.00	$3.46	$7.34	72%	73%	74%	75%	76%	77%
0167	Change Management Pack	Processor	$3,000.00	$172.80	$367.20	72%	73%	74%	75%	76%	77%
0168	Management Pack for SAP R/3	Named User Plus	$60.00	$3.46	$7.34	72%	72%	72%	72%	72%	72%
0169	Management Pack for SAP R/3	Processor	$3,000.00	$172.80	$367.20	72%	72%	72%	72%	72%	72%
0170	Internet Application Server Java Edition	Named User Plus	$100.00	$5.76	$12.24	72%	72%	72%	72%	72%	72%
0171	Internet Application Server Java Edition	Processor	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
0172	Internet Application Server Standard Edition	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
0173	Internet Application Server Standard Edition	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
0174	Internet Application Server Enterprise Edition	Named User Plus	$400.00	$23.04	$48.96	72%	73%	74%	75%	76%	77%
0175	Internet Application Server Enterprise Edition	Processor	$20,000.00	$1,152.00	$2,448.00	72%	73%	74%	75%	76%	77%
0176	Personalization	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
0177	Personalization	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0178	Wireless Option	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
0179	Wireless Option	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
0180	Internet Developer Suite	Named User Plus	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
0181	Discoverer Desktop Edition	Named User Plus	$1,000.00	$57.60	$122.40	72%	72%	72%	72%	72%	72%
0182	Jdeveloper	Named User Plus	$995.00	$57.31	$121.79	72%	72%	72%	72%	72%	72%
0183	Programmer	Named User Plus	$1,000.00	$57.60	$122.40	72%	72%	72%	72%	72%	72%
0184	Collaboration Suite	Named User Plus	$60.00	$5.00	$10.00	65%	65%	65%	65%	65%	65%
0185	Files	Named User Plus	$45.00	$3.00	$8.00	65%	65%	65%	65%	65%	65%
0186	Email	Named User Plus	$45.00	$3.00	$8.00	65%	65%	65%	65%	65%	65%
0187	Message Broker	Named User Plus	$200.00	$11.52	$24.48	72%	72%	72%	72%	72%	72%
0188	Message Broker	Processor	$10,000.00	$576.00	$1,224.00	72%	72%	72%	72%	72%	72%
0189	Pure Name & Address (North America)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0190	Pure Name & Address (Latin America)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0191	Pure Name & Address (EMEA)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0192	Pure Name & Address (APAC)	Processor	$20,000.00	$1,152.00	$2,448.00	72%	72%	72%	72%	72%	72%
0193	Express Server	Named User Plus	$800.00	$46.08	$97.92	72%	72%	72%	72%	72%	72%
0194	Express Server	Processor	$40,000.00	$2,304.00	$4,896.00	72%	72%	72%	72%	72%	72%
0195	Express Analyzer	Named User Plus	$800.00	$46.08	$97.92	72%	72%	72%	72%	72%	72%
0196	Express Objects	Named User Plus	$5,000.00	$288.00	$612.00	72%	72%	72%	72%	72%	72%
0197	Open System Gateways	Computer	$15,000.00	$864.00	$1,836.00	72%	72%	72%	72%	72%	72%
0198	Mainframe Integration Gateways	Computer	$95,000.00	$5,472.00	$11,628.00	72%	72%	72%	72%	72%	72%
0199	Enterprise Integration Gateways	Computer	$35,000.00	$2,016.00	$4,284.00	72%	72%	72%	72%	72%	72%
0200	EDA/SQL Gateways	Computer	$120,000.00	$6,912.00	$14,688.00	72%	72%	72%	72%	72%	72%
0201	Each Additional EDA/SQL Driver	Computer	$60,000.00	$3,456.00	$7,344.00	72%	72%	72%	72%	72%	72%
0202	Interconnect Adapters	Per Adapter	$30,000.00	$1,728.00	$3,672.00	72%	72%	72%	72%	72%	72%
0203	E-Business Intelligence	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0204	Balanced Scorecard	Application User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
0205	Financials & Sales Analyzers	Application User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0206	Marketing	Marketing User	$4,995.00	$287.71	$611.39	65%	66%	67%	68%	69%	70%
0207	Trade Management	Marketing User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
0208	TeleSales	Telesales User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
0209	Advanced Pricing Option for Telesales	Telesales User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
0210	Field Sales	Field Sales User	$3,995.000	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0211	Quoting	Field Sales User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
0212	Advanced Pricing Option for Quoting	Field Sales User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
0213	Incentive Compensation	Compensated Individual	$495.00	$28.51	$60.59	65%	66%	67%	68%	69%	70%
0214	Order Management	Order Management User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0215	Order Management	Electronic Order Line	$0.2000	$0.0115	$0.0245	65%	66%	67%	68%	69%	70%
0216	Advanced Pricing for Order Management	Order Management User	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
0217	Advanced Pricing for Order Management	Electronic Order Line	$0.1000	$0.0058	$0.0122	65%	66%	67%	68%	69%	70%
0218	Release Management	Order Line	$0.2000	$0.0115	$0.0245	65%	66%	67%	68%	69%	70%
0219	Configurator	Processor	$150,000.00	$8,640.00	$18,360.00	65%	66%	67%	68%	69%	70%
0220	iStore	Processor	$50,000.00	$2,880.00	$6,120.00	65%	66%	67%	68%	69%	70%
0221	Inventory Management	Inventory/Shipping User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0222	Mobile Supply Chain Applications	Inventory/Shipping User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
0223	Warehouse Management	Inventory/Shipping User	$3,000.00	$172.80	$367.20	65%	66%	67%	68%	69%	70%
0224	Advanced Supply Chain Planning	$M Cost of Goods Sold	$1,500.00	$86.40	$183.60	65%	66%	67%	68%	69%	70%
0225	Constraint Based Optimization	$M Cost of Goods Sold	$375.00	$21.60	$45.90	65%	66%	67%	68%	69%	70%
0226	Inventory Optimization	$M Cost of Goods Sold	$750.00	$43.20	$91.80	65%	66%	67%	68%	69%	70%
0227	Global Order Promising	$M Cost of Goods Sold	$300.00	$17.28	$36.72	65%	66%	67%	68%	69%	70%
0228	Demand Planning	$M Cost of Goods Sold	$600.00	$34.56	$73.44	65%	66%	67%	68%	69%	70%
0229	Purchasing	Purchasing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0230	Sourcing	Purchasing User	$7,995.00	$460.51	$978.59	65%	66%	67%	68%	69%	70%
0231	iSupplier Portal	Purchasing User	$7,995.00	$460.51	$978.59	65%	66%	67%	68%	69%	70%
0232	iProcurement	Purchase Line	$5.00	$0.29	$0.61	65%	66%	67%	68%	69%	70%
0233	Discrete Manufacturing	Manufacturing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0234	Mobile Supply Chain Applications	Manufacturing User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
0235	Flow Manufacturing	Manufacturing User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
0236	Manufacturing Scheduling	Manufacturing User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
0237	Process Manufacturing	Manufacturing User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0238	Enterprise Asset Management	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
0239	TeleService	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0240	Service Contracts	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
0241	Field Service	Field Technician	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
0242	Spares Management	Field Technician	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
0243	Depot Repair	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0244	iSupport	Processor	$50,000.00	$2,880.00	$6,120.00	65%	66%	67%	68%	69%	70%
0245	Project Costing	Application User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0246	Project Billing	Application User	$2,995.00	$172.51	$366.59	65%	66%	67%	68%	69%	70%
0247	Project Resource Management	Person	$195.00	$11.23	$23.87	65%	66%	67%	68%	69%	70%
0248	Project Contracts	Application User	$5,995.00	$345.31	$733.79	65%	66%	67%	68%	69%	70%
0249	CADView-3D	Application User	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
0250	Financials	Financials User	$3,995.00	$230.11	$488.99	65%	66%	67%	68%	69%	70%
0251	Activity Based Management	Financials User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
0252	Advanced Collections	Financials User	$1,195.00	$68.83	$146.27	65%	66%	67%	68%	69%	70%
0253	Internet Expenses	Expense Report	$5.00	$0.29	$0.61	65%	66%	67%	68%	69%	70%
0254	iReceivables	1K Invoice Line	$50.00	$2.88	$6.12	65%	66%	67%	68%	69%	70%
0255	Treasury	Application User	$24,995.00	$1,439.71	$3,059.39	65%	66%	67%	68%	69%	70%
0256	Human Resources	Person	$50.00	$2.88	$6.12	65%	66%	67%	68%	69%	70%
0257	Self-Service Human Resources	Person	$35.00	$2.02	$4.28	65%	66%	67%	68%	69%	70%
0258	Advanced Benefits	Person	$40.00	$2.30	$4.90	65%	66%	67%	68%	69%	70%
0259	Training Administration	Trainee	$30.00	$1.73	$3.67	65%	66%	67%	68%	69%	70%
0260	iLearning	Trainee	$30.00	$1.73	$3.67	65%	66%	67%	68%	69%	70%
0261	Payroll	Person	$60.00	$3.46	$7.34	65%	66%	67%	68%	69%	70%

CLIN	Description	License Type	License Fee	First Year Product Support Service Fee	First Year Software Updates Service Fee	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
0262	HR Intelligence	Person	$25.00	$1.44	$3.06	65%	66%	67%	68%	69%	70%
0263	Advanced Inbound Telephony	Workstation	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
0264	Advanced Outbound Telephony	Workstation	$995.00	$57.31	$121.79	65%	66%	67%	68%	69%	70%
0265	Scripting	Workstation	$595.00	$34.27	$72.83	65%	66%	67%	68%	69%	70%
0266	eMail Center	Workstation	$1,995.00	$114.91	$244.19	65%	66%	67%	68%	69%	70%
0267	Tutor for Applications	Application User	$495.00	$28.51	$60.59	65%	66%	67%	68%	69%	70%
0268	Self-Service Tutor for Applications	Employee	$20.00	$1.15	$2.45	65%	66%	67%	68%	69%	70%
0279	Applications Read-Only User	Application Read-Only User	$1,495.00	$86.11	$182.99	65%	66%	67%	68%	69%	70%
0280	CD Pack	N/A	TBD								

2. Should the Ordering Entity elect to renew Product Support and Software Updates for Program licenses acquired pursuant to this Exhibit B and the Master Contract, the annual service fee for the renewal of such services shall not be increased greater than the percentages set forth below:

	Not to Exceed Annual Increase Over Previous Year's Annual
1st Day of Support Period is Between	Service Fee for Product Support and Software Updates
May 30, 2004 to May 29, 2005	0%
May 30, 2005 to May 29, 2006	0%
May 30, 2006 to May 29, 2007	0%
May 30, 2007 to May 29, 2008^	0%

^ For any service renewals placed during this period, the last day of the Support Period shall be May 29, 2008; the service fee shall be prorated accordingly.

^^ The following Programs are included in the DOE Bundle Enterprise Edition: Oracle Database Enterprise Edition, Advanced Security, Label Security, Diagnostics Pack, Tuning Pack, Change Management Pack and Internet Application Server Enterprise Edition.

ADDENDUM D.4

I DEFINED TERMS

A. A "Business Day" is defined as up to eight (8) hours of Assisted Services at one time by one (1) Technical Support Engineer.

B. "Delivery Date" means the date on which the Programs are delivered, or if no delivery is necessary, the effective date of the relevant delivery order. .

C. "DOE" or "Customer" means the Department of Energy. Where the context is required, DOE or Customer shall mean Ordering Entity as defined in Section II.C.

D. An "Education Unit" entitles DOE to acquire education products and services as specified in the Oracle University catalog in effect at the time an Education Unit is utilized. Education Units acquired hereunder may only be used in the United States. DOE may be required to execute standard Oracle order materials in conjunction with utilizing Education Units.

E. "Program" or "Programs" means the software products ordered under this Master Contract, and Updates (as defined in Oracle's Technical Support Policies) acquired under Technical Support, and Program Documentation.

F. "Program Documentation" is defined as the Program user manuals and Program installation manuals.

G. "Supported Program License" is defined as a Program license for which Product Support and Software Updates has been ordered for the relevant time period.

H. "Suite" is defined as all the functional software components described in the Program Documentation.

I. "Technical Support" means Program support provided under Oracle's Technical Support Policies in effect on the date Technical Support is ordered.

II RIGHTS GRANTED AND ENTITES AUTHORIZED TO PLACE ORDERS

A. <u>Program Licenses</u>.

1. Oracle grants to DOE a nonexclusive license to use the Programs for the business operations of DOE for the Program licenses ordered under the Master Contract subject to the use limitations specified or referenced in the Master Contract, the relevant delivery order and the Program Documentation.

2. Exhibit A to this Addendum D.4 sets forth the definitions of the license type and license rules that apply to the Program licenses acquired under this Master Contract.

B. <u>License Term</u>. The Program licenses acquired pursuant to this Master Contract do not specify a license term; the Program licenses are perpetual and shall continue unless terminated as otherwise provided in the Master Agreement. DOE is advised that, in accordance with Section X and Oracle's Technical Support Policies, any de-support of Program licenses (expiration, non-renewal, cancellation or otherwise) may affect the perpetuity of a Program license.

C. <u>Authorized to Place Orders</u>. DOE, as well as its Federal prime contractors and Federal maintenance & operations ("M&O") contractors authorized in writing by DOE CIO (individually, the "Ordering Entity" and collectively, the "Ordering Entities") may acquire the Programs licenses and services specified herein. Delivery orders placed by Federal prime contractors or Federal M&O contractors shall include an affirmative statement that the terms and pricing shall apply to the acquisition of Program licenses and services by the contractors only on behalf of the Department of Energy ("DOE") and the contractors shall transfer the supported Program licenses acquired herein to DOE subject to the terms of this Master Agreement or a successor contractor provided the successor contractor agrees in writing to the terms of the Master Contract.

D. <u>Use of Program Licenses by Third Parties</u>. Should the Ordering Entity elect to authorize third parties to use the Programs for the business operations of DOE, the Ordering Entity warrants that (1) it has the authority to bind its contractors to the terms of this Ordering Document; and (2) it shall be responsible for any breach of such terms by its contractors and/or third parties authorized by its contractors. All Program licenses ordered pursuant to this Master Contract are for use in the United States, unless otherwise specified.

III SERVICES

A. <u>Technical Support Policies</u>. Product Support, Software Updates and Assisted Services are provided under Oracle's Technical Support Policies in effect at the time the services are provided; such policies are incorporated by reference in this Ordering Document. Technical Support Policies are subject to change and may contain additional terms; DOE should review the policies prior to entering into the Ordering Document for the applicable services. The current version of the Technical Support Policies may be accessed at <u>http://oracle.com/support/index.html?policies.html</u>.

B. <u>Invoicing of Service Fees</u>. Service fees for Product Support, Software Updates and Assisted Services are invoiced annually in advanced.

C. <u>Terms Specific to Product Support and Software Updates</u>. The terms set forth below are specific to Product Support and Software Updates:

1. Product Support and Software Updates acquired hereunder commence upon the effective date of the relevant delivery order.

2. If DOE elects to de-support a subset of licenses in a license set (as that term is defined in Oracle's Technical Support Policies), DOE may be required to terminate those licenses. Any election by DOE to de-support licenses (regardless of any requirement by Oracle to terminate such de-supported licenses) may result in the re-pricing of services fees (Product Support and Software Updates) for DOE's remaining licenses.

3. Oracle reserves the right to de-support its Programs. DOE will be notified in advance when a Program is being de-supported. Such de-support notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain de-support dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The de-support notices are subject to change; Oracle will provide updated de-support notices on MetaLink (or Oracle's then current customer support web site) as necessary.

D. <u>Terms Specific to Assisted Services</u>. The terms set forth below are specific to Assisted Services included in CLIN 0001 and CLIN 0002.

1. Assisted Services are performed by Technical Support Engineers and shall be provided in increments of Business Days. Oracle will provide such Assisted Services remotely or at the DOE headquarter location in the United States: 19901 Germantown Road, Germantown, MD 20874.

2. All Assisted Services must be delivered within one (1) year of the effective ate of the relevant order on which CLIN 0001 and/or CLIN 0002 is acquired ("Service Term"); any unused Business Days at the end of the Service Term are forfeited.

3. Assisted Services must be scheduled at least one week in advance; the scheduling of Assisted Services is subject to availability of a Technical Support Engineer.

4. Assisted Services to be performed by Oracle may include any of the services set forth in <u>Exhibit A of Addendum D.2</u>; however, in no event shall such services include any data conversion or custom coding. In order to make a change to the Assisted Services scope of work set forth in Exhibit A of Addendum D.2, DOE shall submit a written request to Oracle specifying the proposed changes in detail. Oracle will submit to DOE an estimate of the service fees and the anticipated changes in the schedule that will result from the proposed change to the scope of work, if any. Oracle will continue performing the Assisted Services in accordance with this Ordering Document until the parties agree in writing on the change to the scope of work, scheduling, and fees therefore (the "Change Order"). Any Change Order shall be agreed to by the parties in writing prior to implementation.

5. The performance of any Assisted Services by Oracle is contingent upon DOE's performance of its obligations, which are set forth below:

   a. Provide the Technical Support Engineer(s) adequate workspace, computer resources, and normal equipment and business supplies, at no charge to Oracle, for the duration of the Service Term (e.g. desks, PCs or terminals, telephones, modem lines, copiers, printers, facsimile machines, word processing, and spreadsheet software);

   b. Acquire licenses for the necessary Oracle software prior to commencement of Assisted Services;

   c. Inform the Technical Support Engineer(s) in a timely manner of any pending DOE scheduled upgrades (including application of Oracle patches) specific to the Programs, or any other modifications of the hardware and/or software environment that could affect performance;

   d. Maintain and make payment to Oracle for Product Support and Software Updates for all licenses of Oracle software. If all Product Support or Software Updates for such licenses of Oracle software lapses or is terminated during the Service Term, any unused Business Days are forfeited. If only portion of the Program licneses are supported and DOE's service fees have been re-priced per Oracle Technical Support Policy in effect at the time of the re-price, then the Assisted Services days then remaining will not be forfeited;

   e. Provide remote access to DOE's computer systems as necessary for Oracle to perform the Assisted Services in accordance with DOE's security requirements;

   f. Provide assistance, cooperation and information reasonably necessary for Oracle to perform the Assisted Services; and

    g. DOE agrees to allow Oracle to post, at any site at which Assisted Services are performed, any documents necessary for Oracle to provide Assisted Services in compliance with the law.

6. Subject to the payment of all fees due under CLIN 0001 and/or CLIN 0002 as appropriate, Oracle grants to DOE a perpetual, non-exclusive, non-assignable, royalty-free, license to use anything developed by Oracle in its performance of the Assisted Services delivered to DOE under this Ordering Document ("Contract Property"). Oracle shall retain all copyrights, patent rights, and other intellectual property rights to the Contract Property.

7. The acquisition of Assisted Services by DOE under this Ordering Document does not grant any license for Programs nor expand or otherwise affect any license granted for Programs.

8. The parties acknowledge that temporary living reimbursements to Oracle's Technical Support Engineers may be deemed compensatory under federal, state, and local tax laws if a Technical Support Engineer's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with DOE to limit the duration of the Technical Support Engineer's assignment in a particular location to less than one (1) year. If DOE's requirements are such that it becomes necessary for a Technical Support Engineer's services in a particular location to continue for one (1) year or more and as a result, the reimbursement of such Technical Support Engineer's living expenses are deemed compensatory for tax purposes and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate.

9. Neither party shall be liable for failure or delay in Oracle's performance of any Assisted Services or DOE's obligations under Section III D.5. above caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than ninety (90) days, either party may terminate the Assisted Services immediately upon written notice. The occurrence of a force majeure event does not excuse Oracle's obligation to take reasonable steps to follow its normal disaster recovery procedures.

10. If Oracle's cost of providing Assisted Services is increased because of DOE's failure to meet its obligations set forth in Section III D.5. above or because of any other circumstances outside of Oracle's control, DOE and Oracle may negotiate an adjustment for services rendered through the change order process.. Such increased costs may include time during which Oracle's Technical Support Engineer(s) are under utilized because of delay.

11. DOE shall be invoiced separately for all actual, reasonable travel and out-of-pocket expenses incurred by Oracle while performing the 100 Business Days of Assisted Services; such expenses shall be in accordance with the Joint Travel Regulations in effect at the expense was incurred and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate.

E. Terms Specific to Education Services. The terms set forth below are specific to Education Units included in CLIN 0002:

1. Oracle shall provide instructor-led training at an Oracle Education Center and/or at the DOE's location, as agreed to by Oracle and DOE. When classes are conducted at DOE's location, referred to as "on site," DOE must provide and maintain an appropriate training facility. An appropriate training facility consists of a classroom with a projection capability and screen, a whiteboard or flip chart, a computer workstation for the instructor, at least one computer workstation for every two students (except for "hands-on laboratories") and access to a server with the properly configured Oracle software and installed training exercises. Oracle will provide courseware and documentation.

2. Oracle shall conduct classroom training at the day/month/time agreed between Oracle and DOE.

3. With respect to cancellation and rescheduling of training services:

   a. DOE will notify Oracle at least five (5) business days before the scheduled training date, if a student will be unable to attend a class conducted at an Oracle Education Center. Oracle will then permit DOE to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, DOE will modify its original training order to specify the time and date of the rescheduled training class.

   b. In the event DOE fails to cancel or reschedule an Oracle Education Center training course within the time frame specified in paragraph a, above, DOE will be liable for 50% of the course fee if the seat cannot be filled by another student. If cancellation or rescheduling notice occurs within three (3) business days of the class date, DOE will be liable for 100% of the course fee.

   c. DOE will notify Oracle at least ten (10) business days before the scheduled training date, if an on-site class can no longer be hosted at a DOE location. Oracle will then permit DOE to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, DOE will modify its original training order to specify the time and date of the rescheduled training class.

   d. In the event DOE fails to cancel or reschedule an on-site class within ten (10) business days, DOE will be liable for 50% of the entire class fee.

   e. DOE reserves the right to substitute one student for another student up to the first day of class.

   f. In the event Oracle is unable to conduct classroom training on the date agreed to by Oracle and DOE, Oracle must notify DOE at least three (3) business days before the scheduled training date.

4. Oracle shall not be liable for any injury to the students, or damage to DOE property arising from Oracle-provided classroom training, unless such injury or damage is due to the fault or negligence of Oracle.

5. Oracle shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Documentation will become the property of the student upon completion of the training class. For hands-on laboratory, there is a one-to-one assignment of computer workstations to students. Oracle shall provide each student with a class Certificate at the completion of each training course.

6. The Education Units required for on-site training conducted at DOE location are the following levels:

Class Size	# of Education Units/Course]
up to 18 students	10 units
19-21 students	11 units
22-24 students	12 units

   In the event that DOE cannot provide the appropriate training facilities for on-site training, a classroom may be reserved at an Oracle Education Center for exclusive use by DOE for an additional three (3) Education Units. (This is in addition to the "Number of Education Units per Course Day" charged listed above.)

7. Instructor travel and living expenses are in addition to these fees per course day and shall be in accordance with the Federal Travel Regulations and and costs shall be reimbursed under an other direct cost ("ODC") pool to be established under the Master Contract or relevant delivery order as appropriate

8. Education Units may be used as a medium of exchange for any of the products and services offered by Oracle Education, including the entire training course offering.

9. Education Units are valid for one (1) year from the date of purchase.

10. Current standard courses are available at the various Oracle Education Centers and are listed in Oracle's current U.S. Education Services Schedule and Catalog. Call the Education Services Hotline at 1-800-633-0575 for further information or at the Oracle Education Web Site http://education.oracle.com.

IV IDIQ AND ADDITIONAL OPERATING SYSTEMS

A. Additional Licenses. For a period of five (5) years from the effective date of this Master Contract, the Ordering Entities may acquire the Programs specified in Exhibit B of Addendum D.2 by paying Oracle the appropriate license fee, provided (a) such Programs are available in production release when ordered; and (b) that DOE has continuously maintained Product Support and Software Updates for the Programs licensed on this the first delivery order (CLIN 0001). The Ordering Entity may also acquire the first year of Product Support and Software Updates for such Programs by paying Oracle the appropriate service fees. Any relevant purchase minimums or licensing rules will apply to orders placed under this Section IV A.

B. Additional Operating System. If DOE has licenses which are currently supported and would like to add an additional operating system, DOE may do so by purchasing the appropriate CD Pack through the Oracle Store.

V GENERAL TERMS

A. Delivery, Right-to-Copy, Distribution and Installation.

1. If delivery is required,Oracle will deliver one (1) copy of the software media and one (1) set of Program Documentation (in the form generally available) for each Program listed as requiring delivery under the relevant delivery order that is currently available in production release as of the effective date of the relevant delivery order. Provided DOE continuously maintains Software Updates, additional CD Packs for the Programs provided under this Ordering Document may be ordered through thae Oracle Store at the standard CD Pack price. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.

2. If DOE loses or damages the media containing a Program licensed hereunder, upon DOE's written notice Oracle will provide a replacement copy thereof, under Oracle's then-current Technical Support policies, for a media and shipping charge. DOE agrees to pay applicable media and shipping charges. The following shipping terms shall apply: FOB Destination, Prepaid, and Add.

3. Additional Programs may be included on the CD Packs delivered with an order which may be used for trial purposes only. For up to 30 days from the Delivery Date, DOE may evaluate these Programs. Any use of these Programs after the 30 day trial period shall require DOE to purchase the applicable license(s). Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these Programs.

4. The Programs may be copied and distributed (on media or electronically) within DOE and/or to DOE's Federal prime contractors and Federal m & o contractors provided the Programs are for DOE's licensed use hereunder.

5. DOE shall be responsible for installation of the software.

B. Fees and Taxes.

1. All fees are due N30 days from the invoice date and shall be non-cancellable and the sums paid nonrefundable, except as provided in the Master Contract.

2. Any fee due under this Master Contract does not include taxes; if Oracle is required to pay sales, use, property, value-added or other taxes based on the licenses or services granted under a delivery order or on DOE's use of Programs or services, then such taxes shall be billed to and paid by DOE. This Section shall not apply to taxes based on Oracle's income.

C. Segmentation. The Program licenses that may be acquired pursuant to this Master Contract are offered separately from any other proposal for consulting services DOE may receive or has received from Oracle and does not require DOE to purchase Oracle's consulting services.

D. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE DATA, OR USE INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR IN TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. ORACLE'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY DOE UNDER THIS ORDERING DOCUMENT, AND IF SUCH DAMAGE RESULTS FROM THE USE OF THE PROGRAM OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES PAID FOR THE RELEVANT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY PRORATED OVER A FIVE (5) YEAR TERM FROM THE DELIVERY DATE OF THE APPLICABLE LICENSE OR THE DATE OF THE PERFORMANCE OF THE APPLICABLE SERVICE. THE PROVISIONS OF THIS ORDERING DOCUMENT ALLOCATE THE RISKS BETWEEN DOE AND ORACLE. ORACLE'S PRICING REFLECTS THIS ALLOCATION OR RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.

E. Export. DOE agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations) of the United States and any other relevant local export laws and regulations ("Export Laws") to assure that no data, information, program and/or deliverable (or direct product thereof) is (1) exported, directly or indirectly, in violation of Export Laws or (2) used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.

F. Year 2000 Warranty. Oracle warrants that each Program provided under this Ordering Document shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth (20th) and twenty-first (21st) centuries, including leap year calculations, when used in accordance with the Program Documentation provided by Oracle provided that all products used in combination with such Program properly exchange date data with it. The duration of this warranty and the remedies available to DOE for breach of warranty shall be defined in, and subject to, the terms and limitations of Oracle's standard commercial warranty or warranties contained in the Agreement provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to DOE under this warranty shall include correction or replacement of the program whose noncompliance is discovered and made known to Oracle in writing ninety (90) days after acceptance. Nothing in this

warranty shall be construed to limit the rights or remedies DOE may otherwise have under this Ordering Document with respect to defects other than Year 2000 performance.

G. <u>Independent Contractor</u>. Oracle and any Oracle personnel are independent contractor(s) and not employees, agents, joint venturers or partners of DOE. Nothing in this Ordering Document shall be interpreted as creating or establishing the relationship of employer and employee between DOE and either Oracle or any employee or agent of Oracle.

H. <u>Nondisclosure</u>. By virtue of this Ordering Document, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to the Programs and all information clearly identified as confidential.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (d) is independently developed by the other party. DOE shall not disclose the results of any benchmark tests of the Programs to any third party without Oracle's prior written approval.

The parties agree to hold each other's Confidential Information in confidence during the term of the Master Contract and for a period of two years after termination of this Master Agreement. The parties agree, unless required by federal law or regulation, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this Master Contract. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Master Contract.

I. <u>Acceptance</u>.

1. For each Program for which delivery is required under this contract, DOE shall have a thirty (30) day Acceptance Period, beginning on the Delivery Date, in which to evaluate the Program. During the Acceptance Period, DOE may cancel the license by giving written notice to Oracle and returning the Program in accordance with Section V M. below. Unless such cancellation notice is given, the license will be deemed to have been accepted by DOE at the end of the Acceptance Period. No Acceptance Period shall apply for orders which do not require delivery. In those cases where no delivery is required, the Programs shall be deemed accepted upon the date of the delivery order. Delivery is not required for orders involving the purchase of additional license quantities or for orders involving renewal of Technical Support services only.

2. Notwithstanding any other terms or provisions of this Master Contract, if DOE finds the software to be unsatisfactory and the shortcoming which prompted such a finding are not completely remedied within thirty (30) calendar days after delivery (or a different period if mutually agreed to), it will not be accepted, and DOE shall have the right to return the software without any payment or further obligation to Oracle.

J. Guarantee

1. Warranties

   a. Program Warranty

   Oracle warrants for a period of one (1) year from the Delivery Date that each unmodified Program for which DOE has a Supported Program License will perform the functions described in the Program Documentation.

   b. Media Warranty

   Oracle warrants the tapes, diskettes or other media to be free of defects in materials and workmanship under normal use for one year from the Delivery Date.

   c. Services Warranty

   Oracle warrants that its technical support and on-site technical assistance services will be performed consistent with generally accepted industry standards. This warranty shall be valid for ninety (90) days from performance of service.

   d. Disclaimers

   THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

   Oracle does not warrant that the Programs will meet the DOE's requirements, that the Programs will operate in the combinations which DOE may select for use, that the operation of the Programs will be uninterrupted or error-free, or that all Program errors will be corrected. Limited Production Programs, pre-production releases of Programs, and computer-based training products are distributed "as is."

2. Exclusive Remedies

For any breach of the warranties contained above, the DOE's exclusive remedy, and Oracle's entire liability, shall be:

a. For Programs

The correction of Program errors that cause breach of the warranty, or if Oracle is unable to make the Program operate as warranted, DOE shall be entitled to recover the fees paid to Oracle for the Program license.

b. For Media

The replacement of defective media returned within one year of the Delivery Date.

c. For Services

The re-performance of the services, or if Oracle is unable to perform the services as warranted, DOE shall be entitled to recover the fees paid to Oracle for the unsatisfactory services.

3. Warranty Exclusion and Limitation of Damages

Except as expressly set forth in writing in this agreement and except for the implied warranty of merchantability, there are no warranties expressed or implied. In no event will Oracle be liable to DOE for consequential damages as defined in the Uniform Commercial Code, Section 2-715 in effect in the District of Columbia as of January 1, 1973, i.e.:

Consequential damages resulting form Oracle's breach include (a) any loss resulting from general or particular requirements and needs of which Oracle at the time of contracting had reason to know and which could not reasonably be prevented by cover or otherwise; and (b) injury to person or property proximately resulting from any breach of warranty.

K. Utilization Limitation

Software acquisition is limited to commercial computer software defined to be:

1. **Commercial Computer Software** - Computer software which is used regularly for other than government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices. All Oracle Programs and related documentation provided hereunder are provided to DOE with Restricted Rights as defined at FAR 52.227-14, including Alternate III (Jun 1987).

When acquired by DOE or on behalf of DOE, commercial computer software and related documentation shall be subject to the following:

a. Title to and ownership of the software, documentation and training materials shall remain with Oracle Corporation.

b. This software may be used by any agency (cabinet level or independent agency), division, branch, etc., thereof, that has access to the computer(s) the software is placed on, even if a subdivision did not participate in the acquisition of the software. This paragraph does not apply to time-sharing options.

c. DOE shall not provide or otherwise make available the software, documentation training materials or any portion thereof, or benchmark results, in any form, to any third party without the prior written approval of Oracle. Third parties do not include prime contractors, subcontractors, and agents of DOE who have DOE's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of DOE to use software, documentation, or information therein which DOE may already have or obtains without restrictions.

d. DOE shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, DOE has the right to transfer the software to another site if the DOE site for which it is acquired is deemed to be unsafe for DOE personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

e. If Oracle, within sixty (60) days after a written request, fails to substantiate by clear and convincing evidence that computer software and documentation marked with the Restricted Rights Legend are commercial items and were developed at private expense, or if Oracle fails to refute evidence which is asserted by DOE as a basis that the software is in the public domain, DOE may cancel or ignore any restrictive markings on such computer software and documentation and may use them with unlimited rights. Such written requests shall be addressed to Oracle as identified in the Restricted Rights Legend.

No legend shall be marked on, nor shall any limitation or restriction on rights of use be asserted as to any data or computer software which Oracle has previously delivered to DOE without restriction. The limited or restricted rights provided for by this paragraph shall not impair the right of DOE to use similar or identical data or computer software acquired from other sources.

"Commercial Computer Software" may be marked with Oracle's standard commercial restricted rights legend but the schedule contract and schedule price list including this clause, "Utilization Limitations," are the only governing terms and conditions and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

f. DOE shall treat computer software bearing a copyright notice as an unpublished copyrighted work.

2. DOE agrees not to cause or permit the reverse engineering, disassembly, or decompilation of the computer software. However, DOE has the right to modify the software.

L. Patent and Copyright Indemnity

Oracle will defend DOE against a claim that licensed Program materials furnished and used within the scope of the license granted hereunder infringe a U.S. patent or copyright and Oracle will pay resulting costs, damages and attorney's fees awarded, subject to the limitation of liability set forth in the contract or order, provided that:

1. DOE notifies Oracle in writing of the claim as soon as practical; and

2. Oracle shall have been given such opportunity as is offered by applicable laws, rules, or regulations to participate in the defense thereof. DOE shall make every effort to permit Oracle to fully participate in the defense and/or in any settlement of such claim.

If such claim has occurred, or in Oracle's opinion is likely to occur, DOE agrees to permit Oracle, at its option and expense, either to procure for DOE the right to continue using the licensed Program materials or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, DOE agrees, on reasonable advance written notice from Oracle, to return or destroy the original and all copies of the licensed Program materials received from Oracle, subject to the DOE's right to require continued use of the Programs or optional materials pursuant to the provisions of 28 U.S.C. 1498. In the event of such continued use, DOE shall notify Oracle in writing of its election to continue to be licensed with respect to the licensed Programs or optional materials and agrees to undertake at DOE's expense the defense of any action against the DOE and to indemnify Oracle with respect to all costs, damages, and attorneys' fees attributed to such continued use after such notice is given to Oracle, it being understood that Oracle may participate at its expense in the defense of any such action if such claim is against Oracle.

Oracle shall have no obligation to defend DOE or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the licensed Program if such infringement would have been avoided by the use of a current unaltered release of the licensed Program, or (2) the combination, operation, or use of any licensed Program materials furnished hereunder with non-Oracle programs or data if such infringement would have been avoided by the combination, operation or use of the licensed program materials with other Programs or data or (3) use of the licensed Program in other than the specified operating environment if such infringement would have been avoided by use in the specified operating environment.

The foregoing states the entire obligation of Oracle with respect to infringement of patents or copyrights.

M. Disposition of Software

DOE will erase, destroy, or otherwise render unusable the software and return all copies of documentation, within thirty (30) calendar days of discontinuance of a license. Prior to returning the software and documentation to Oracle any reason, DOE shall acquire a Return Material Authorization (RMA) Number from Oracle Customer Relations Department at (650) 506-1500.

N. Risk of Loss or Damage

DOE shall be relieved from all risks of loss or damage to the software Programs, unless such loss or damage is due to the DOE's fault or negligence or for other reasons for which the DOE is legally liable.

O. Liability for Injury or Damage

Oracle shall not be liable for any injury to DOE personnel or damage to DOE property arising from the use of software provided by Oracle, unless such injury or damage is due to the fault or negligence of Oracle.

P. Description and Equipment Compatibility

Oracle's Programs are available for use on many computer hardware/operating system combinations. Contact Oracle's Government Division for any questions related to product availability.

Q. Verification

At Oracle's written request, not more frequently than annually, DOE shall furnish Oracle with a signed certification (a) verifying that the Programs are being used pursuant to the provisions of this Master Contract, including any User and other limitations; and (b) listing the locations, types and serial numbers of the computers on which the Programs are run.

Subject to security regulations, Oracle may, at its expense, audit DOE's use of the Programs. Any such audit shall be conducted during regular business hours at the DOE's facilities and shall not interfere unreasonably with the DOE's business activities. If an audit reveals that DOE has underpaid fees to Oracle, DOE shall be invoiced for such underpaid fees based on the contract price in effect when the audit is completed; if the underpaid fees exceed five percent (5%) of the license fees paid, then DOE shall also pay Oracle's reasonable costs of conducting the audit. Audits shall be conducted no more than once annually.

Exhibit A

License Definition and Rules

1. <u>Definitions of License Type</u>:

- **Adapter:** is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Programs.

- **Application User, Field Sales User, Financials User, Inventory/Shipping User, Marketing User, Manufacturing User, Telesales User:** is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

- **Application Read-Only User:** is defined as an individual authorized by Customer to run only queries or reports against the following application Programs for which Customer has also acquired non-read only application user licenses: Financials, Purchasing, Project Costing, Sales Contracts, Service Contracts, Project Contracts, Discrete Manufacturing and Process Manufacturing.

- **Compensated Individual:** is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Customer employees, contractors, retirees, and any other Person.

- **Computer:** is defined as the computer on which the Programs are installed. A Computer license allows Customer to use the licensed Program on a single specified computer.

- **$M Cost of Goods Sold:** is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to Customer then Cost of Goods Sold shall be equal to 75% of total company revenue.

- **Electronic Order Line:** is defined as the total number of distinct order lines entered electronically into the Oracle Order Management, Purchasing or iStore application from any source (not manually entered by licensed Order Management Users, Purchasing Users, or Professional Users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. Customer may not exceed the licensed number of order lines during any 12 month period.

- **Employee:** is defined as an active employee of Customer. (*note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of Customer active employees must be included in Customer order when licensing these applications.*)

- **Expense Report:** is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. Customer may not exceed the licensed number of expense reports during any 12-month period.
- **Field Technician:** is defined as an engineer, technician, representative, or other person who is dispatched by Customer, including the dispatchers, to the field using the Programs.

- Invoice Line: is defined as the total number of invoice line items processed by the Program during a 12 month period. Customer may not exceed the licensed number of Invoice Lines during any 12 month period unless Customer acquires additional Invoice Line licenses from Oracle.

- Named User Plus: is defined as an individual authorized by Customer to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a Named User Plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. An individual authorized by Customer to use the Programs could be an employee of the Customer or a contractor to the Customer. Oracle makes no requirement on Customer as to (a) what combination of employees and contractors constitutes the humans users and (b) what combination of human users and non-human operated devices constitutes Customer's total actual users provided however that Customer is responsible for ensuring that the Named User Plus per Processor minimums are maintained for the Programs contained in the user minimum table in the Licensing Rules section; the minimums table provides for the minimum number of Named Users Plus required and all actual users must be licensed.

- Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote, and may also be automatically generated by the Oracle Configurator. Customer may not exceed the licensed number of Order Lines during any 12 month period unless Customer acquires additional Order Line licenses from Oracle.

- Order Management User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Order Management Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately.

- Person: is defined as Customer's employee or contractor who is actively working on behalf of Customer's organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

- Processor: shall be defined as all processors where the Programs are installed and/or running. Programs licensed on a Processor basis may be accessed by Customer's internal users (including agents and contractors) and by third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and this Program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator Programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program are running are counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses Customer may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

- Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application Programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, Customer may not exceed the licensed number of Purchase Lines during any 12 month period unless Customer acquires additional Purchase Line licenses

from Oracle. Customer may acquire a different number of Purchase Line licenses for each Program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

● Purchasing User: is defined as an individual authorized by Customer to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. Purchasing Users are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately components described in the product documentation.

● Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

● Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

2. Licensing Rules:

● Customer is responsible for ensuring that the following user minimums and maximum are maintained per Program that Customer licenses per Named User Plus:

Program	Named User Minimum
Oracle Database Enterprise Edition	25 Named User Plus licenses per Processor
Message Broker	10 Named User Plus licenses per Processor
Top Link	10 Named User Plus licenses per Processor
Internet Application Server Standard Edition	10 Named User Plus licenses per Processor
Internet Application Server Enterprise Edition	10 Named User Plus licenses per Processor

Program	Named User Maximum
Oracle Database Personal Edition	1 Named User Plus per database

● Customer is responsible for ensuring that the following restrictions are not violated:

●● Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four (4) processors.

●● The number of option licenses to the Oracle Database Enterprise Edition (Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security and Label Security) must match the number of licenses of the associated database.

●● The number of option licenses to the Enterprise Manager (Diagnostic Pack, Tuning Pack, Change Management Pack and Management Pack for SAP R/3) must match the number of licenses of the associated database.

●● Application licensing prerequisites as specified in the Applications Licensing Table located at http://oracle.com/corporate/pricing.

•• The number of option licenses to the Internet Application Server Enterprise Edition (Personalization and Wireless Option) must match the number of licenses of the associated Internet Application Server Enterprise Edition.

•• Customer's license for the Oracle Database Enterprise Edition includes the right to run the database on an unlicensed spare computer for up to a total of ten (10) separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately.

3. Other Definitions Related to Program Licenses:

*   Primary Usage: is defined as each licensed user of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such licensed user is counted only once based on primary usage. Customer must specify how many users Customer is licensing for each application. Primary Usage of one of the applications listed above provides the licensed user with the right to use any or all of the other application Programs listed above for which Customer is licensed. Primary Usage does not provide Customer with the right to use other application Programs including the extensions or options to the application Programs listed above.